

## IMPORTANT NOTICE

**THIS OFFERING IS AVAILABLE ONLY TO INVESTORS MEETING THE QUALIFICATIONS DESCRIBED IN THE ATTACHED PRIVATE PLACEMENT MEMORANDUM.**

**IMPORTANT: You must read the following before continuing.** The following applies to the private placement memorandum following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of the private placement memorandum. In accessing the private placement memorandum, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND THE NOTES MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE ACQUISITION AND TRANSFER OF THE NOTES ARE SUBJECT TO ANY ADDITIONAL RESTRICTIONS DESCRIBED IN THE PRIVATE PLACEMENT MEMORANDUM.

EXCEPT AS SET FORTH IN THE PRIVATE PLACEMENT MEMORANDUM, THE PRIVATE PLACEMENT MEMORANDUM MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

The Issuer will be relying on an exclusion or exemption from the definition of “investment company” under the Investment Company Act of 1940, as amended, contained in Rule 3a-7 of the Investment Company Act of 1940, as amended, although there may be additional exclusions or exemptions available to the Issuer. The Issuer is being structured so as not to constitute a “covered fund” for purposes of the Volcker Rule under the Dodd-Frank Act (both as defined in the private placement memorandum).

**Confirmation of your Representation:** In order to be eligible to view the private placement memorandum, investors must be (i) qualified institutional buyers (within the meaning of Rule 144A under the Securities Act of 1933, as amended) or (ii) in the case of the Notes other than the Class D Notes, non-“U.S. Persons” (as defined in Regulation S under the Securities Act of 1933, as amended) in compliance with Regulation S under the Securities Act of 1933, as amended. The private placement memorandum is being sent at your request and by accepting this e-mail and accessing the private placement memorandum, you will be deemed to have represented to us that you are a qualified institutional buyer (within the meaning of Rule 144A under the Securities Act of 1933, as amended) or, in the case of the Notes other than the Class D Notes, not a “U.S. Person” (as defined in Regulation S under the Securities Act of 1933, as amended) and that you consent to delivery of the private placement memorandum by electronic transmission.

You are reminded that the private placement memorandum has been delivered to you on the basis that you are a person into whose possession the private placement memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorized to, deliver the private placement memorandum to any other person.

The private placement memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of Citigroup Global Markets Inc., RBC Capital Markets, LLC, SG Americas Securities, LLC, CastleOak Securities, L.P., Deutsche Bank Securities Inc. and Mischler Financial Group, Inc. (the “**Initial Purchasers**”) nor any person who controls any of the Initial Purchasers, or any director, officer, employee or agent of such persons or affiliate of such persons accepts any liability or responsibility whatsoever in respect of any difference between the private placement memorandum distributed to you in electronic format and the hard copy version available to you on request from the Initial Purchasers.

**\$651,770,000**  
**Springleaf Funding Trust 2017-A**  
*Issuer*  
**Springleaf Funding I, LLC**  
*Depositor*  
**Springleaf Finance Corporation**  
*Servicer*

**Investing in the Notes involves a high degree of risk. You should carefully consider the risk factors beginning on page 32 of this private placement memorandum before investing in the Notes.**

The Notes are asset-backed-securities. The Notes will be the obligation solely of the Issuer and will not be obligations of or guaranteed by the Issuer's affiliates, including SFC (as defined herein) and OMH (as defined herein), or any of the Initial Purchasers or any of their Affiliates, or any other entity.

None of the Notes or the personal loans are insured or guaranteed by any governmental agency or instrumentality.

**The Issuer Will Issue—**

- One class of senior asset-backed notes and three classes of subordinate asset-backed notes.
- Two classes of trust certificates.

The Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes (collectively, the "Notes") will be issued by the Issuer. At least 5% of the initial Note Balance of each Class of the Notes will be retained by the Depositor or a majority-owned affiliate of the sponsor to satisfy the risk retention obligations of the sponsor described under "Credit Risk Retention—U.S. Credit Risk Retention" in this private placement memorandum; provided, however, that if Regulation RR (as defined herein) ceases to be in effect or is amended, such that the 5% retention requirement or other restrictions described above and under "Credit Risk Retention—U.S. Credit Risk Retention" in this private placement memorandum are reduced or eliminated, then to such extent, Springleaf Finance Corporation and its Affiliates may elect to transfer any retained Notes or take any other action with respect to such retained Notes but only as otherwise permitted by the Transaction Documents, including the transfer of a portion or all of such retained Notes to new or existing Noteholders. All or part of the remaining 95% (by initial Note Balance) of each Class of the Notes may be retained initially by the Depositor or an affiliate, but the Depositor or such affiliate reserves the right to sell all or a portion of such Notes at any time.

The size, ratings and basic payment characteristics of the Notes are described in the notes table on page 10 of this private placement memorandum (the "Notes Table").

The Notes may be optionally called by the Issuer on or after the Payment Date occurring in July 2020 at a redemption price equal to the Aggregate Note Balance of the Notes at the time of the Optional Call (as defined herein) plus accrued interest and certain other amounts, as further described herein.

**The Assets to be Pledged by the Issuer Consist of—**

- A pool of non-revolving, secured and unsecured, fixed-rate personal loans.

**Credit Enhancement Will Consist of—**

- Subordination of certain classes of Notes to other classes of Notes higher in order of payment priority for payments of interest and principal.
- Overcollateralization; as of the Initial Cut-Off Date, the aggregate Loan Principal Balance will exceed the Aggregate

Note Balance, resulting in overcollateralization.

- Excess spread available to absorb losses on the personal loans and to make payments of principal on the Notes.
- A reserve account available to pay interest and principal on the Notes as well as servicing fees and certain other fees and amounts.

We expect that delivery of the Notes in book-entry form through The Depository Trust Company ("DTC") for the account of its participants, including through Euroclear Bank S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, *société anonyme*, will be made on June 28, 2017 (the "Closing Date").

The Issuer will be relying on an exclusion or exemption from the definition of "investment company" under the Investment Company Act of 1940, as amended (the "Investment Company Act") contained in Rule 3a-7 of the Investment Company Act, although there may be additional exclusions or exemptions available to the Issuer. By virtue of its reliance on the exclusion or exemption provided under Rule 3a-7, the Issuer is not a "covered fund" for purposes of the "Volcker Rule" under the Dodd-Frank Act (both as defined in this private placement memorandum).

**THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION, AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT. THE NOTES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ACCORDINGLY, THE NOTES ARE BEING OFFERED AND SOLD ONLY (A) TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND (B) EXCEPT IN THE CASE OF THE CLASS D NOTES, OUTSIDE THE UNITED STATES TO ENTITIES WHICH ARE NOT U.S. PERSONS IN COMPLIANCE WITH REGULATIONS UNDER THE SECURITIES ACT. FOR DETAILS ABOUT ELIGIBLE OFFERS, DEEMED REPRESENTATIONS AND AGREEMENTS BY INVESTORS AND TRANSFER RESTRICTIONS, SEE "RESTRICTIONS ON TRANSFER."**

The information contained herein is confidential and may not be reproduced in whole or in part. Citigroup Global Markets Inc., RBC Capital Markets, LLC, SG Americas Securities, LLC, CastleOak Securities, L.P., Deutsche Bank Securities Inc. and Mischler Financial Group, Inc. (the "Initial Purchasers") may purchase all, a portion of or none of the Notes (such Notes, the "Purchased Notes") from the Depositor and have advised the Depositor that they propose to place the Purchased Notes privately from time to time in negotiated transactions at varying prices to be determined in each case at the time of sale. Transfer of the Notes will be subject to certain restrictions as described herein.

The date of this private placement memorandum is June 21, 2017.

<p><b>Citigroup</b></p> <p><b>CastleOak Securities, L.P.</b></p>	<p><i>Joint Bookrunners</i></p> <p><b>RBC Capital Markets</b></p> <p>Co-Managers</p> <p><b>Deutsche Bank Securities</b></p>	<p><b>SOCIETE GENERALE</b></p> <p><b>Mischler Financial Group, Inc.</b></p>
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TABLE OF CONTENTS

FORWARD-LOOKING STATEMENTS .....	7	PREPAYMENT AND YIELD CONSIDERATIONS.....	113
IMPORTANT INFORMATION REGARDING OFFERS AND SALES OF THE NOTES .....	7	THE LOAN PURCHASE AGREEMENT .....	123
AVAILABLE INFORMATION .....	7	THE SALE AND SERVICING AGREEMENT AND THE BACK-UP SERVICING AGREEMENT .....	123
NOTICE TO INVESTORS .....	8	THE INDENTURE.....	138
NOTICE TO RESIDENTS OF THE UNITED KINGDOM.....	9	THE ADMINISTRATION AGREEMENT .....	150
NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA .....	9	THE TRUST AGREEMENT .....	151
NOTES TABLE .....	10	THE LOAN TRUST AGREEMENTS.....	155
TRANSACTION DIAGRAM .....	11	THE PERFORMANCE SUPPORT AGREEMENT .....	156
SUMMARY INFORMATION.....	13	CERTAIN LEGAL ASPECTS OF THE LOANS .	157
RISK FACTORS .....	32	CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES.....	166
THE SELLERS .....	65	STATE AND OTHER TAX CONSEQUENCES .	172
THE DEPOSITOR .....	66	ERISA CONSIDERATIONS .....	172
THE ISSUER.....	67	LEGAL INVESTMENT.....	175
THE INDENTURE TRUSTEE .....	69	CREDIT RISK RETENTION .....	175
THE OWNER TRUSTEE .....	70	UNITED KINGDOM SELLING RESTRICTIONS .....	176
THE DEPOSITOR LOAN TRUSTEE AND THE ISSUER LOAN TRUSTEE .....	71	EUROPEAN ECONOMIC AREA SELLING RESTRICTIONS .....	178
THE BACK-UP SERVICER.....	71	ACCOUNTING CONSIDERATIONS .....	178
THE SERVICER AND PERFORMANCE SUPPORT PROVIDER.....	72	USE OF PROCEEDS .....	179
THE ADMINISTRATOR .....	73	LEGAL MATTERS .....	179
SPRINGLEAF CONSUMER LOAN BUSINESS .....	73	METHOD OF DISTRIBUTION .....	179
UNDERWRITING STANDARDS .....	76	RESTRICTIONS ON TRANSFER.....	180
SERVICING STANDARDS .....	80	RATINGS.....	187
DESCRIPTION OF THE LOANS .....	84	INVESTMENT COMPANY ACT CONSIDERATIONS.....	187
DESCRIPTION OF THE NOTES.....	101	GLOSSARY OF TERMS.....	188

This private placement memorandum contains substantial information concerning the Issuer, the Depositor, the Servicer, the Notes, the personal loans and the obligations of the Sellers, the Performance Support Provider, the Servicer, the Administrator, the Back-up Servicer, the Owner Trustee, the Depositor Loan Trustee, the Issuer Loan Trustee, the Indenture Trustee (each as defined herein) and others with respect to them. Potential investors are urged to review this private placement memorandum in its entirety. The obligations of the parties with respect to the transactions contemplated in this private placement memorandum are set forth in and will be governed by certain documents described in this private placement memorandum, and all of the statements and information in this private placement memorandum are qualified in their entirety by reference to such documents.

PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE SELLERS, THE PERFORMANCE SUPPORT PROVIDER, THE DEPOSITOR, THE ISSUER, THE SERVICER, THE ADMINISTRATOR, THE BACK-UP SERVICER, THE NOTE REGISTRAR, THE INITIAL PURCHASERS, THE DEPOSITOR LOAN TRUSTEE, THE ISSUER LOAN TRUSTEE, THE INDENTURE TRUSTEE OR THE OWNER TRUSTEE OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL, ACCOUNTING OR TAX ADVICE. PRIOR TO INVESTING IN THE NOTES A PROSPECTIVE PURCHASER SHOULD CONSULT WITH ITS ATTORNEY AND ITS INVESTMENT, ACCOUNTING, REGULATORY AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF AN INVESTMENT IN THE NOTES AND ARRIVE AT AN INDEPENDENT EVALUATION OF SUCH INVESTMENT.

THE NOTES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND THE ISSUER IS NOT AND WILL NOT BE REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED. THE RESALE OR TRANSFER OF THE NOTES IS RESTRICTED BY THE TERMS THEREOF AND BY THE TERMS OF THE INDENTURE. SEE “NOTICE TO INVESTORS” IN THIS PRIVATE PLACEMENT MEMORANDUM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE NOTES WILL BE OFFERED (1) IN THE UNITED STATES TO “QUALIFIED INSTITUTIONAL BUYERS” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND (2) EXCEPT IN THE CASE OF THE CLASS D NOTES, OUTSIDE THE UNITED STATES TO ENTITIES WHICH ARE NOT U.S. PERSONS IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT, EACH TO WHOM THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN FURNISHED. THE NOTES WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY STATE SECURITIES OR “BLUE SKY” LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE TRANSFER OF THE NOTES IS SUBJECT TO CERTAIN ADDITIONAL RESTRICTIONS AND CONDITIONS. SEE “NOTICE TO INVESTORS.” THERE IS NO MARKET FOR THE NOTES AND THERE IS NO ASSURANCE THAT ONE WILL DEVELOP. RESALES OF THE NOTES MAY BE MADE ONLY (I) (A) PURSUANT TO RULE 144A OR (B) EXCEPT IN THE CASE OF THE CLASS D NOTES, PURSUANT TO REGULATION S UNDER THE SECURITIES ACT, (II) PURSUANT TO THE REQUIREMENTS OF, OR AN EXEMPTION UNDER, APPLICABLE STATE SECURITIES LAWS AND (III) IN ACCORDANCE WITH THE OTHER RESTRICTIONS ON TRANSFER SET FORTH IN THE INDENTURE AND DESCRIBED BELOW.

THE NOTES HAVE NOT BEEN REGISTERED WITH OR APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR BY ANY STATE OR FOREIGN SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE OR FOREIGN SECURITIES COMMISSION REVIEWED OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE NOTES REPRESENT NON-RECOURSE OBLIGATIONS OF THE ISSUER. NEITHER THE NOTES NOR THE LOANS WILL REPRESENT INTERESTS IN OR OBLIGATIONS OF THE SELLERS, THE

PERFORMANCE SUPPORT PROVIDER, THE DEPOSITOR, THE SERVICER, THE ADMINISTRATOR, THE BACK-UP SERVICER, THE NOTE REGISTRAR, THE INITIAL PURCHASERS, THE DEPOSITOR LOAN TRUSTEE, THE ISSUER LOAN TRUSTEE, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES. NEITHER THE NOTES NOR THE LOANS WILL BE GUARANTEED OR INSURED BY ANY GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR ANY OTHER ENTITY. THE LOANS AND ANY FUNDS ON DEPOSIT IN THE NOTE ACCOUNTS WILL BE THE SOLE SOURCE OF PAYMENT ON THE NOTES, AND THERE WILL BE NO RECOURSE TO THE SELLERS, THE PERFORMANCE SUPPORT PROVIDER, THE DEPOSITOR, THE SERVICER, THE ADMINISTRATOR, THE BACK-UP SERVICER, THE NOTE REGISTRAR, THE INITIAL PURCHASERS, THE DEPOSITOR LOAN TRUSTEE, THE ISSUER LOAN TRUSTEE, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR ANY OTHER ENTITY IN THE EVENT THAT PAYMENTS ON THE LOANS OR AMOUNTS IN THE NOTE ACCOUNTS ARE INSUFFICIENT OR OTHERWISE UNAVAILABLE TO MAKE ALL PAYMENTS PROVIDED FOR UNDER THE NOTES.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM AND ANY TERM SHEET PROVIDED TO YOU BY THE DEPOSITOR PRIOR TO THE DELIVERY OF THIS PRIVATE PLACEMENT MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE NOTES. THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR WILL THERE BE ANY SALE OF THE NOTES, IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF SUCH STATE OR OTHER JURISDICTION. THE DELIVERY OF THIS PRIVATE PLACEMENT MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE. THE DEPOSITOR AND THE INITIAL PURCHASERS EACH RESERVE THE RIGHT TO REJECT ANY OFFER TO PURCHASE THE NOTES IN WHOLE OR IN PART, FOR ANY REASON, OR TO SELL LESS THAN THE FULL PRINCIPAL BALANCE OF THE NOTES OFFERED HEREBY.

A PROSPECTIVE TRANSFEREE OF THE NOTES OR ANY INTEREST THEREIN MUST REPRESENT (AND SHALL BE DEEMED TO REPRESENT) THAT EITHER (I) IT IS NOT AND IS NOT ACTING ON BEHALF OF, OR USING THE ASSETS OF (A) AN "EMPLOYEE BENEFIT PLAN," AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO TITLE I OF ERISA, (B) A "PLAN," AS DEFINED IN SECTION 4975(e)(1) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**INTERNAL REVENUE CODE**"), THAT IS SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE, (C) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY (WITHIN THE MEANING OF DEPARTMENT OF LABOR REGULATION 29 C.F.R. SECTION 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA) OR (D) ANY GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN THAT IS SUBJECT TO ANY NON-U.S., FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE INTERNAL REVENUE CODE ("**SIMILAR LAW**") OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE ASSETS OF ANY SUCH PLAN, OR (II) (A) THE TRANSFEREE IS ACQUIRING CLASS A NOTES, CLASS B NOTES OR CLASS C NOTES, (B) ITS ACQUISITION, CONTINUED HOLDING AND DISPOSITION OF SUCH NOTES (OR ANY INTEREST THEREIN) WILL NOT GIVE RISE TO A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE INTERNAL REVENUE CODE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION OR VIOLATION OF ANY SIMILAR LAW AND (C) CERTAIN OTHER REQUIREMENTS ARE SATISFIED IF APPLICABLE AS FORTH IN THE INDENTURE.

EXCEPT AS SET FORTH IN SECTION 2.05 OF THE INDENTURE, NO TRANSFER OF A CLASS D NOTE OR BENEFICIAL INTEREST THEREIN SHALL BE EFFECTIVE, AND ANY SUCH ATTEMPTED TRANSFER SHALL BE VOID *AB INITIO*, UNLESS, PRIOR TO AND AS A CONDITION TO EACH SUCH TRANSFER, THE PROSPECTIVE TRANSFEREE (INCLUDING THE INITIAL BENEFICIAL OWNER AS

INITIAL TRANSFEREE) AND ANY SUBSEQUENT TRANSFEREE REPRESENTS AND WARRANTS, IN WRITING, SUBSTANTIALLY IN THE FORM OF THE TRANSFEREE CERTIFICATION SET FORTH IN EXHIBIT B-6 TO THE INDENTURE, TO THE INDENTURE TRUSTEE AND THE NOTE REGISTRAR THAT: (A) EITHER (I) IT IS NOT AND WILL NOT BECOME FOR U.S. FEDERAL INCOME TAX PURPOSES A PARTNERSHIP, SUBCHAPTER S CORPORATION OR GRANTOR TRUST (OR A DISREGARDED ENTITY THE SINGLE OWNER OF WHICH IS ANY OF THE FOREGOING) (EACH SUCH ENTITY, A “**FLOW-THROUGH ENTITY**”) OR (II) IF IT IS OR BECOMES A FLOW-THROUGH ENTITY, THEN (X) NONE OF THE DIRECT OR INDIRECT BENEFICIAL OWNERS OF ANY OF THE INTERESTS IN SUCH FLOW-THROUGH ENTITY HAS OR EVER WILL HAVE MORE THAN 50% OF THE VALUE OF ITS INTEREST IN SUCH FLOW-THROUGH ENTITY ATTRIBUTABLE TO THE BENEFICIAL INTEREST OF SUCH FLOW-THROUGH ENTITY IN THE NOTES, OTHER INTEREST (DIRECT OR INDIRECT) IN THE ISSUER, OR ANY INTEREST CREATED UNDER THE INDENTURE AND (Y) IT IS NOT AND WILL NOT BE A PRINCIPAL PURPOSE OF THE ARRANGEMENT INVOLVING THE FLOW-THROUGH ENTITY’S BENEFICIAL INTEREST IN ANY CLASS D NOTE TO PERMIT ANY PARTNERSHIP TO SATISFY THE 100 PARTNER LIMITATION OF SECTION 1.7704-1(h)(1)(ii) OF THE TREASURY REGULATIONS NECESSARY FOR SUCH PARTNERSHIP NOT TO BE CLASSIFIED AS A PUBLICLY TRADED PARTNERSHIP UNDER THE INTERNAL REVENUE CODE, (B) IT IS NOT ACQUIRING ANY CLASS D NOTE OR BENEFICIAL INTEREST THEREIN, IT WILL NOT SELL, TRANSFER, ASSIGN, PARTICIPATE, PLEDGE OR OTHERWISE DISPOSE OF ANY CLASS D NOTE(S) OR BENEFICIAL INTEREST THEREIN, AND IT WILL NOT CAUSE ANY CLASS D NOTE(S) OR BENEFICIAL INTEREST THEREIN TO BE MARKETED, IN EACH CASE ON OR THROUGH AN “ESTABLISHED SECURITIES MARKET” WITHIN THE MEANING OF SECTION 7704(b) OF THE INTERNAL REVENUE CODE, INCLUDING, WITHOUT LIMITATION, AN INTERDEALER QUOTATION SYSTEM THAT REGULARLY DISSEMINATES FIRM BUY OR SELL QUOTATIONS, (C) ITS BENEFICIAL INTEREST IN THE CLASS D NOTES IS NOT AND WILL NOT BE IN AN AMOUNT THAT IS LESS THAN THE MINIMUM DENOMINATION FOR SUCH CLASS D NOTE SET FORTH IN THE INDENTURE, AND IT DOES NOT AND WILL NOT HOLD ANY INTEREST ON BEHALF OF ANY PERSON WHOSE BENEFICIAL INTEREST IN A CLASS D NOTE IS IN AN AMOUNT THAT IS LESS THAN THE MINIMUM DENOMINATION FOR THE CLASS D NOTES SET FORTH IN THE INDENTURE, (D) IT WILL NOT SELL, ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF ANY CLASS D NOTE OR ANY BENEFICIAL INTEREST THEREIN, OR ENTER INTO ANY FINANCIAL INSTRUMENT OR CONTRACT THE VALUE OF WHICH IS DETERMINED BY REFERENCE IN WHOLE OR IN PART TO ANY CLASS D NOTE OR BENEFICIAL INTEREST THEREIN, IN EACH CASE IF THE EFFECT OF DOING SO WOULD BE THAT THE BENEFICIAL INTEREST OF ANY PERSON IN THE CLASS D NOTE WOULD BE IN AN AMOUNT THAT IS LESS THAN THE MINIMUM DENOMINATION FOR THE CLASS D NOTES SET FORTH IN THE INDENTURE, (E) IT WILL NOT USE ANY CLASS D NOTE AS COLLATERAL FOR THE ISSUANCE OF ANY SECURITIES THAT COULD CAUSE THE ISSUER TO BE TREATED AS AN ASSOCIATION OR PUBLICLY TRADED PARTNERSHIP TAXABLE AS CORPORATION FOR U.S. FEDERAL INCOME TAX PURPOSES, AND (F) IT WILL NOT TRANSFER A CLASS D NOTE OR ANY BENEFICIAL INTEREST THEREIN (DIRECTLY, THROUGH A PARTICIPATION, OR OTHERWISE) UNLESS, PRIOR TO THE TRANSFER, THE TRANSFEREE SHALL HAVE EXECUTED AND DELIVERED TO THE INDENTURE TRUSTEE AND THE NOTE REGISTRAR A TRANSFEREE CERTIFICATION SUBSTANTIALLY IN THE FORM OF EXHIBIT B-6 TO THE INDENTURE. NOTWITHSTANDING THE FOREGOING, A TRANSFEREE MAY PLEDGE A CLASS D NOTE OR ANY BENEFICIAL INTEREST THEREIN IF DOING SO WILL NOT RESULT IN ANY PERSON (OTHER THAN THE TRANSFEREE) BEING TREATED FOR U.S. FEDERAL INCOME TAX PURPOSES AS THE OWNER OF ALL OR ANY PORTION OF A CLASS D NOTE OR BENEFICIAL INTEREST THEREIN.

THE NOTES MAY NOT BE SOLD IN THIS INITIAL OFFERING WITHOUT DELIVERY OF A FINAL PRIVATE PLACEMENT MEMORANDUM.

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THIS PRIVATE PLACEMENT MEMORANDUM IS PERSONAL TO EACH OFFEREE AND DOES NOT CONSTITUTE AN OFFER TO ANY OTHER PERSON OR TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE NOTES. DISTRIBUTION OF THIS PRIVATE PLACEMENT MEMORANDUM OR ANY OF THE DOCUMENTS REFERRED TO HEREIN TO ANY PERSON OTHER THAN THE OFFEREE AND THOSE PERSONS, IF ANY, RETAINED TO ADVISE SUCH OFFEREE

WITH RESPECT THERETO IS UNAUTHORIZED, AND ANY DISCLOSURE OF ANY OF THE CONTENTS THEREOF OR HEREOF WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEPOSITOR IS PROHIBITED. EACH PROSPECTIVE PURCHASER, BY ACCEPTING DELIVERY OF THIS PRIVATE PLACEMENT MEMORANDUM, AGREES TO THE FOREGOING AND THAT IT WILL NOT MAKE ANY COPIES OF, NOR FORWARD, THIS PRIVATE PLACEMENT MEMORANDUM OR ANY DOCUMENTS REFERRED TO HEREIN AND, IF THE OFFEREE DOES NOT PURCHASE ANY NOTES OR THIS OFFERING IS TERMINATED, TO RETURN TO THE DEPOSITOR THIS PRIVATE PLACEMENT MEMORANDUM, AND ALL DOCUMENTS DELIVERED HERewith.

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED BY THE DEPOSITOR SOLELY FOR USE IN CONNECTION WITH THE SALE OF THE NOTES. NONE OF THE ISSUER, THE SELLERS, THE DEPOSITOR, THE PERFORMANCE SUPPORT PROVIDER, THE SERVICER, THE ADMINISTRATOR, THE BACK-UP SERVICER, THE NOTE REGISTRAR, THE DEPOSITOR LOAN TRUSTEE, THE ISSUER LOAN TRUSTEE, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE, THE INITIAL PURCHASERS OR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN AND NOTHING HEREIN SHALL BE DEEMED TO CONSTITUTE SUCH A REPRESENTATION OR WARRANTY BY ANY SUCH PERSON OR ANY PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE ISSUER, THE SERVICER, THE ADMINISTRATOR, THE SELLERS, THE PERFORMANCE SUPPORT PROVIDER OR THE LOANS.

INVESTORS INTERESTED IN PARTICIPATING IN THIS OFFERING SHOULD CONDUCT AN INDEPENDENT INVESTIGATION OF THE RISKS POSED BY AN INVESTMENT IN THE NOTES. REPRESENTATIVES OF THE DEPOSITOR WILL BE AVAILABLE TO ANSWER QUESTIONS CONCERNING THE LOANS AND WILL, UPON REQUEST, MAKE AVAILABLE SUCH OTHER INFORMATION AS INVESTORS MAY REASONABLY REQUEST.

THE APPROPRIATE CHARACTERIZATION OF THE NOTES UNDER VARIOUS LEGAL INVESTMENT RESTRICTIONS, AND THUS THE ABILITY OF INVESTORS SUBJECT TO THESE RESTRICTIONS TO PURCHASE SUCH NOTES, IS SUBJECT TO SIGNIFICANT INTERPRETIVE UNCERTAINTIES. ACCORDINGLY, INVESTORS WHOSE INVESTMENT AUTHORITY IS SUBJECT TO LEGAL RESTRICTIONS SHOULD CONSULT THEIR OWN LEGAL ADVISORS TO DETERMINE WHETHER AND TO WHAT EXTENT THE NOTES CONSTITUTE LEGAL INVESTMENTS FOR THEM.

## **FORWARD-LOOKING STATEMENTS**

THIS PRIVATE PLACEMENT MEMORANDUM CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT. IN ADDITION, CERTAIN STATEMENTS MADE IN PRESS RELEASES AND IN ORAL AND WRITTEN STATEMENTS BY OR WITH THE DEPOSITOR'S APPROVAL MAY CONSTITUTE FORWARD-LOOKING STATEMENTS. SPECIFICALLY, FORWARD-LOOKING STATEMENTS, TOGETHER WITH RELATED QUALIFYING LANGUAGE AND ASSUMPTIONS, ARE FOUND IN THE MATERIAL (INCLUDING TABLES) UNDER THE HEADINGS "RISK FACTORS," AND "PREPAYMENT AND YIELD CONSIDERATIONS." FORWARD-LOOKING STATEMENTS ARE ALSO FOUND IN OTHER PLACES THROUGHOUT THIS PRIVATE PLACEMENT MEMORANDUM, AND MAY BE IDENTIFIED BY, AMONG OTHER THINGS, ACCOMPANYING LANGUAGE SUCH AS "EXPECTS," "INTENDS," "ANTICIPATES," "ESTIMATES" OR ANALOGOUS EXPRESSIONS, OR BY QUALIFYING LANGUAGE OR ASSUMPTIONS. THESE STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE ACTUAL RESULTS OR PERFORMANCE TO DIFFER MATERIALLY FROM THE FORWARD-LOOKING STATEMENTS. THESE RISKS, UNCERTAINTIES AND OTHER FACTORS INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, AN INCREASE IN DELINQUENCIES (INCLUDING INCREASES DUE TO WORSENING OF ECONOMIC CONDITIONS), CHANGES IN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, CUSTOMER PREFERENCE AND VARIOUS OTHER MATTERS, MANY OF WHICH ARE BEYOND THE CONTROL OF THE ISSUER, THE DEPOSITOR, THE SELLERS, THE PERFORMANCE SUPPORT PROVIDER, THE SERVICER, THE ADMINISTRATOR AND THEIR RESPECTIVE AFFILIATES.

SUCH FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS PRIVATE PLACEMENT MEMORANDUM. NONE OF THE ISSUER, THE DEPOSITOR, THE SERVICER OR ANY OTHER PARTY TO THE TRANSACTION HAS, AND EACH SUCH PARTY EXPRESSLY DISCLAIMS, ANY OBLIGATION OR UNDERTAKING TO DISSEMINATE ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENTS TO REFLECT CHANGES IN SUCH PARTY'S EXPECTATIONS WITH REGARD TO THOSE STATEMENTS OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY FORWARD-LOOKING STATEMENT IS BASED.

## **IMPORTANT INFORMATION REGARDING OFFERS AND SALES OF THE NOTES**

The Notes offered hereby are subject to modification or revision and are offered on a "when, as and if issued" basis. You understand that, when you are considering the purchase of Notes, a binding contract of sale will not exist prior to the time that the relevant Class of Notes has been priced and the Initial Purchasers have confirmed the allocation of such Notes to be made to you; prior to that time any "indications of interest" expressed by you, and any "soft circles" generated by the Initial Purchasers will not create binding contractual obligations for you or the Initial Purchasers and may be withdrawn at any time. You may commit to purchase one or more classes of Notes that have characteristics that may change, and you are advised that all or a portion of the Notes may not be issued with the characteristics described in this private placement memorandum. The obligation of the Initial Purchasers to sell such Notes to you is conditioned on the Notes having the characteristics described in this private placement memorandum. If the Initial Purchasers or the Depositor determine that condition is not satisfied in any material respect, you will be notified, and neither the Depositor nor the Initial Purchasers will have any obligation to you to deliver any portion of the Notes that you have committed to purchase, and there will be no liability among the Depositor or the Initial Purchasers and you as a consequence of the non-delivery. Your payment for the Notes will confirm your agreement to the terms and conditions described in this private placement memorandum.

## **AVAILABLE INFORMATION**

To permit compliance with Rule 144A under the Securities Act in connection with sales of the Notes, the Indenture Trustee will be required to furnish, upon the request of any holder of the Notes, to such holder and a prospective purchaser designated by such holder, the information required to be delivered under Rule 144A(d)(4) under the Securities Act provided such information has been furnished to it by the Depositor. Any such request should be directed to the Indenture Trustee at its Corporate Trust Office.



The Depositor has furnished a Form ABS-15G to the U.S. Securities and Exchange Commission pursuant to Rule 15Ga-2 of the U.S. Securities Exchange Act of 1934, as amended. The Form ABS-15G is available on the SEC's website at <http://www.sec.gov> under CIK number 0001689577. Notwithstanding the foregoing, this private placement memorandum does not incorporate by reference any documents, portions of documents, exhibits or other information that are deemed to have been filed with the SEC.

### NOTICE TO INVESTORS

*Because of the following restrictions, prospective investors in the Notes are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of the Notes.*

Each prospective purchaser of Notes, by accepting delivery of this private placement memorandum, will be deemed to have represented and agreed as follows:

(i) It acknowledges that this private placement memorandum is personal to it and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Notes other than pursuant to Rule 144A or, except in the case of the Class D Notes, Regulation S. Distribution of this private placement memorandum, or disclosure of any of its contents to any person other than those persons, if any, retained to advise it with respect thereto and other persons meeting the requirements of Rule 144A or, except in the case of the Class D Notes, Regulation S, and any disclosure of any of its contents, without the prior written consent of the Issuer or the Depositor, except as expressly permitted in this private placement memorandum with respect to the U.S. federal income tax treatment of the Notes, is prohibited.

(ii) It agrees to make no photocopies of, nor forward, this private placement memorandum or any documents referred to herein and, if it does not purchase any Notes or the offering is terminated, to return this private placement memorandum and all documents referred to herein to the Depositor.

(iii) The Notes are being offered only (i) in the United States to persons that are QIBs, purchasing for their own account or one or more accounts with respect to which they exercise sole investment discretion, each of which is a QIB, in transactions exempt from the registration requirements of the Securities Act or (ii) in the case of the Class A Notes, the Class B Notes and the Class C Notes only, outside the United States to non-"U.S. Persons" in compliance with Regulation S. The Notes are subject to restrictions on transferability and resale and may not be transferred or resold except (i) as permitted under the Securities Act in accordance with Rule 144A or, except in the case of the Class D Notes, Regulation S, (ii) pursuant to the requirements of, or an exemption under, applicable state securities laws and (iii) in accordance with the other restrictions on transfer set forth in the Indenture and described below, including, without limitation, in the case of the Class D Notes, that the transferee provide a certificate to the Indenture Trustee and Note Registrar with certain written representations and warranties, as specified under the heading "*Restrictions on Transfer*" in this private placement memorandum. The Indenture will provide that no transfer of any Note will be registered by the Note Registrar unless certain required certifications are provided to the Note Registrar, at the expense of the transferor and transferee, with respect to their compliance with the foregoing restrictions, among others. Investors transferring interests in the Notes will be deemed to have made such certifications. The Indenture provides that transfers to any investor that does not meet the foregoing requirements will be void *ab initio*.

(iv) Pursuant to the Indenture, no sale, pledge or other transfer of any Note or any beneficial interest therein may be made by any person unless such sale, pledge or other transfer is exempt from the registration and/or qualification requirements of the Securities Act or is otherwise made in accordance with the Securities Act and state securities laws. Any holder of a Note desiring to effect a transfer of such Note or any beneficial interest therein, by acceptance thereof, be deemed to have agreed to indemnify the Issuer, the Depositor, the Note Registrar and the Indenture Trustee against any liability that may result if the transfer is not exempt from the registration requirements of the Securities Act or is not made in accordance with such applicable federal and state laws and the Indenture. None of the Sellers, the Performance Support Provider, the Depositor, the Issuer, the Servicer, the Administrator, the Back-up Servicer, the Note Registrar, the Initial Purchasers, the Depositor Loan Trustee, the Issuer Loan Trustee, the Indenture Trustee, the Owner Trustee or any of their respective affiliates will be required to register the Notes under the Securities Act, qualify the Notes under the securities laws of any state, or provide registration rights to any purchaser.

(v) Pursuant to the Indenture, the transferee or owner of a beneficial interest in any Note will be deemed to have made certain representations regarding ERISA. See “*ERISA Considerations*” in this private placement memorandum. In addition, pursuant to the Indenture, each transferee or owner of a beneficial interest in the Notes will be required to provide the appropriate Internal Revenue Service Form W-9 or Internal Revenue Service Form W-8 (or applicable successor form), as applicable, as required by the Indenture.

#### **NOTICE TO RESIDENTS OF THE UNITED KINGDOM**

THIS PRIVATE PLACEMENT MEMORANDUM MAY ONLY BE COMMUNICATED OR CAUSED TO BE COMMUNICATED IN THE UNITED KINGDOM (1) TO PERSONS AUTHORIZED TO CARRY ON A REGULATED ACTIVITY UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000, AS AMENDED (THE “**FSMA**”); (2) TO PERSONS OTHERWISE HAVING PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND QUALIFYING AS INVESTMENT PROFESSIONALS UNDER ARTICLE 19(5) (INVESTMENT PROFESSIONALS) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE “**ORDER**”); (3) TO PERSONS FALLING WITHIN ARTICLES 49(2)(A) THROUGH (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE ORDER; OR (4) TO ANY OTHER PERSON TO WHOM THIS PRIVATE PLACEMENT MEMORANDUM MAY OTHERWISE LAWFULLY BE COMMUNICATED OR CAUSED TO BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”). THIS PRIVATE PLACEMENT MEMORANDUM MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS PRIVATE PLACEMENT MEMORANDUM RELATES, INCLUDING THE NOTES, IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THE COMMUNICATION OF THIS PRIVATE PLACEMENT MEMORANDUM TO ANY PERSON IN THE UNITED KINGDOM WHO IS NOT A RELEVANT PERSON IS UNAUTHORIZED AND MAY CONTRAVENE THE FSMA.

#### **NOTICE TO RESIDENTS OF THE EUROPEAN ECONOMIC AREA**

THIS PRIVATE PLACEMENT MEMORANDUM IS NOT A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE.

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF NOTES IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA WHICH HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE (EACH, A “**RELEVANT MEMBER STATE**”) WILL BE MADE PURSUANT TO AN EXEMPTION UNDER THE PROSPECTUS DIRECTIVE FROM THE REQUIREMENT TO PUBLISH A PROSPECTUS FOR OFFERS OF NOTES. ACCORDINGLY ANY PERSON MAKING OR INTENDING TO MAKE AN OFFER IN A RELEVANT MEMBER STATE OF NOTES WHICH ARE THE SUBJECT OF THE OFFERING CONTEMPLATED IN THIS PRIVATE PLACEMENT MEMORANDUM MAY ONLY DO SO IN CIRCUMSTANCES IN WHICH NO OBLIGATION ARISES FOR THE ISSUER, THE DEPOSITOR OR ANY OF THE INITIAL PURCHASERS TO PUBLISH A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE IN RELATION TO SUCH OFFER. NONE OF THE ISSUER, THE DEPOSITOR OR ANY OF THE INITIAL PURCHASERS HAS AUTHORIZED, NOR DO THEY AUTHORIZE, THE MAKING OF ANY OFFER OF NOTES IN CIRCUMSTANCES IN WHICH AN OBLIGATION ARISES FOR THE ISSUER, THE DEPOSITOR OR ANY OF THE INITIAL PURCHASERS TO PUBLISH A PROSPECTUS FOR SUCH OFFER. THE EXPRESSION “**PROSPECTUS DIRECTIVE**” MEANS DIRECTIVE 2003/71/EC (AS AMENDED, INCLUDING BY DIRECTIVE 2010/73/EU), AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURE IN THE RELEVANT MEMBER STATE.

**NOTES TABLE**

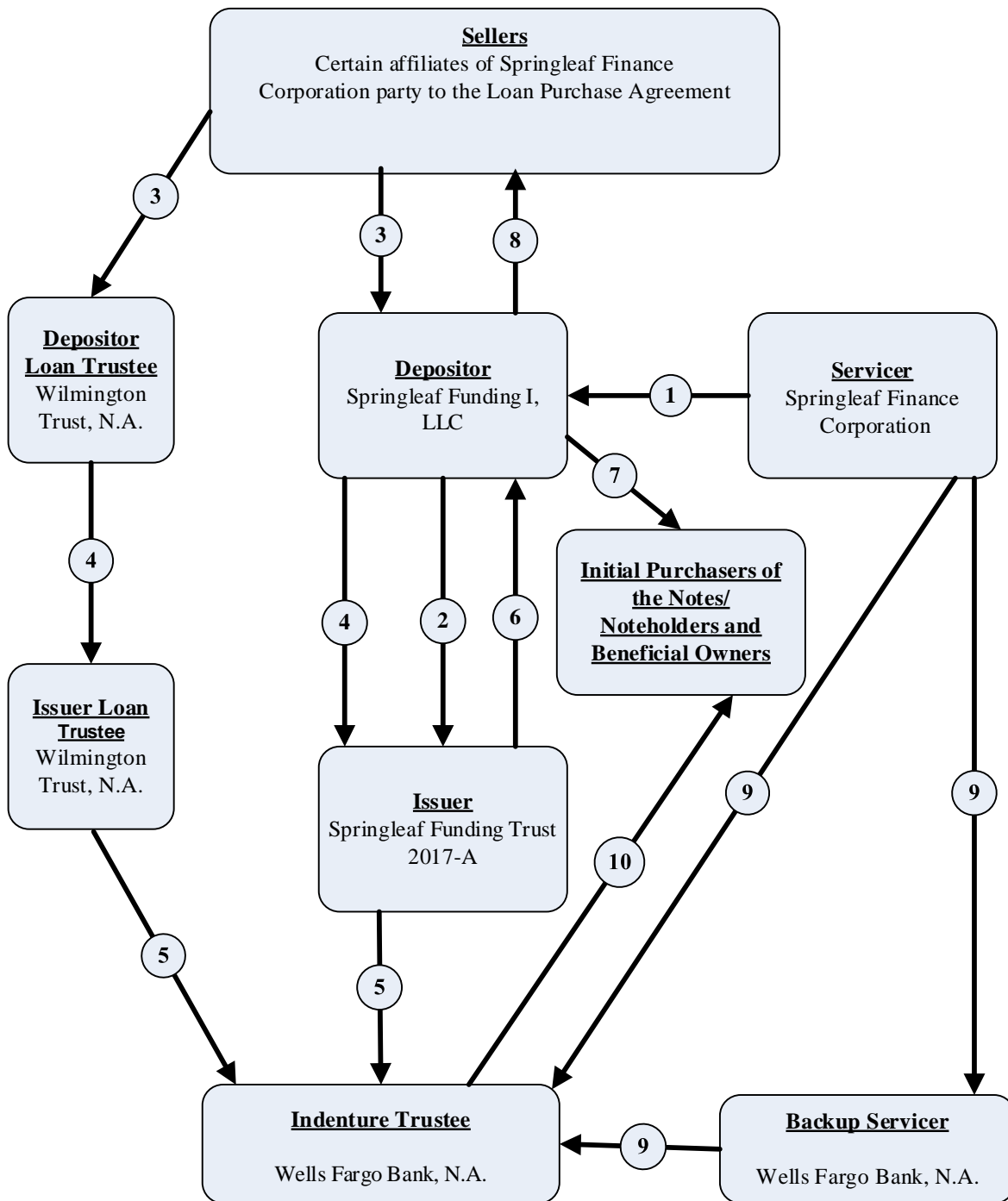
**SPRINGLEAF FUNDING TRUST 2017-A,  
ASSET-BACKED NOTES**

<b>Class of Notes</b>	<b>Initial Note Balance</b>	<b>Interest Rate</b>	<b>Minimum Denomination</b>	<b>Incremental Denominations</b>	<b>Stated Maturity Date</b>	<b>DBRS / KBRA / S&amp;P Rating<sup>(1)</sup></b>
Class A <sup>(2)</sup>	\$516,820,000	2.68%	\$100,000	\$1,000	July 15, 2030	AA(sf) / AA(sf) / AA(sf)
Class B <sup>(2)</sup>	\$35,960,000	3.10%	\$100,000	\$1,000	July 15, 2030	A(sf) / A(sf) / A(sf)
Class C <sup>(2)</sup>	\$41,450,000	3.86%	\$100,000	\$1,000	July 15, 2030	BBB(sf) / BBB(sf) / BBB(sf)
Class D <sup>(2)</sup>	\$57,540,000	5.02%	\$750,000	\$1,000	July 15, 2030	BB(sf) / BB(sf) / BB(sf)

(1) The Notes will not be issued unless they receive at least the ratings set forth in this table. See “*Ratings*” in this private placement memorandum.

(2) At least 5% of the initial Note Balance of each Class of the Notes will be retained by the Depositor or a majority-owned affiliate of the sponsor to satisfy the risk retention obligations of the sponsor described under “*Credit Risk Retention—U.S. Credit Risk Retention*” in this private placement memorandum. All or part of the remaining 95% (by initial Note Balance) of each Class of the Notes may be retained initially by the Depositor or an affiliate, but the Depositor or such affiliate reserves the right to sell all or a portion of such Notes at any time. Each Class of the Notes, whether sold or retained, will be entitled to certain payments as described herein.

## TRANSACTION DIAGRAM



1. Springleaf Finance Corporation has formed the Depositor.
2. The Depositor forms the Issuer.
3. The Sellers sell the beneficial interest in the Initial Loans to the Depositor and legal title to the Initial Loans to the Depositor Loan Trustee for the benefit of the Depositor on the Closing Date, and, from time to time thereafter during the Revolving Period, may sell the beneficial interest in additional personal loans to the Depositor and legal title to such additional personal loans to the Depositor Loan Trustee for the benefit of the Depositor. For

- further detail, see “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations and Renewals*” in this private placement memorandum.
4. The Depositor conveys all of the beneficial interest in the Initial Loans to the Issuer and the Depositor Loan Trustee for the benefit of the Depositor conveys legal title to the Initial Loans to the Issuer Loan Trustee for the benefit of the Issuer on the Closing Date, and, from time to time thereafter during the Revolving Period, may convey the beneficial interest in additional personal loans to the Issuer and legal title to such additional personal loans to the Issuer Loan Trustee for the benefit of the Issuer. For further detail, see “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum.
  5. The Issuer and the Issuer Loan Trustee for the benefit of the Issuer pledge the Initial Loans, any Additional Loans acquired after the Closing Date and certain other assets to the Indenture Trustee to secure the Notes. For further detail, see “*Description of the Notes*” in this private placement memorandum.
  6. On the Closing Date, the Issuer transfers the Notes and the Class A and Class B trust certificates to the Depositor in consideration for the Initial Loans. The Class A trust certificates will be retained by the Depositor; however, the Class A trust certificates may be transferred in whole or in part after the Closing Date in accordance with the terms of the Trust Agreement and subject to the limitations described under “*Credit Risk Retention—U.S. Credit Risk Retention*” and “*—European Credit Risk Retention*” in this private placement memorandum. The Class B trust certificates will be assigned by the Depositor to SFI on or about the Closing Date. From time to time after the Closing Date, the Issuer and the Issuer Loan Trustee for the benefit of the Issuer may sell or otherwise convey Loans to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor. For further detail, see “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum.
  7. The Depositor sells the Purchased Notes to the Initial Purchasers in return for cash. Notes that are not sold to the Initial Purchasers are retained by the Depositor or conveyed to an affiliate.
  8. The Depositor on behalf of itself and the Depositor Loan Trustee transfers to the Sellers the cash from the sale of the Purchased Notes as partial consideration for the Initial Loans. The Depositor draws a cash amount under an intercompany revolving credit agreement between the Depositor, as borrower, and Springleaf Finance Corporation, as lender, and uses such cash amount to pay the remainder of the consideration to the Sellers for the Initial Loans. In the event that the Depositor and with respect to legal title, the Depositor Loan Trustee on behalf of the Depositor purchase Additional Loans from the Sellers after the Closing Date, the Depositor will use a combination of cash proceeds received from the sale of such Additional Loans to the Issuer and the Issuer Loan Trustee on behalf of the Issuer, cash amounts drawn under such intercompany revolving credit agreement and Loans otherwise acquired from the Issuer and the Issuer Loan Trustee on behalf of the Issuer in order to pay consideration for such Additional Loans. For further detail, see “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum.
  9. The Servicer services the Loans and, except for certain amounts permitted to be retained, remits principal and interest collections to the Indenture Trustee. In the event that the Servicer is terminated after a Servicer Default or resigns (other than in connection with an assignment permitted under the terms of the Sale and Servicing Agreement), the Back-up Servicer will service the Loans, including collecting payments on the Loans and remitting them to the Collection Account. For further detail, see “*The Sale and Servicing Agreement and the Back-up Servicing Agreement —Servicing of Loans*” and “*The Sale and Servicing Agreement and the Back-up Servicing Agreement —Payments on Loans; Collection Account*” in this private placement memorandum.
  10. On each payment date, the Indenture Trustee uses the remittance from the Servicer (or the Back-up Servicer, if applicable) to make payments on the Notes pursuant to the payment priorities described under “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

## SUMMARY INFORMATION

**This summary highlights selected information from this private placement memorandum, but does not contain all of the information that you should consider in making your investment decision. Please read this entire private placement memorandum carefully for additional detailed information about the Notes.**

## THE NOTES

Springleaf Funding Trust 2017-A, Asset-Backed Notes.

### Classes

Class A Notes, Class B Notes, Class C Notes and Class D Notes (the “Notes”).

## RELEVANT PARTIES

### Issuer

Springleaf Funding Trust 2017-A, a Delaware statutory trust (the “Issuer”).

### Servicer and Performance Support Provider

Springleaf Finance Corporation, an Indiana corporation (“SFC”), in its capacity as Servicer, will be responsible for servicing the Loans pursuant to the Sale and Servicing Agreement. SFC and the Sellers are sometimes referred to in this private placement memorandum generally as “Springleaf.”

SFC, in its capacity as performance support provider, will guarantee certain performance obligations of (i) the Sellers, (ii) at any time the Administrator is an Affiliate of SFC, the Administrator, and (iii) at any time the Servicer is an Affiliate of SFC, the Servicer. See “*The Servicer and Performance Support Provider*” and “*The Performance Support Agreement*” in this private placement memorandum.

### Sellers

As of the Closing Date, the Sellers are OneMain Financial of Alabama, Inc., a Delaware corporation, OneMain Financial of America, Inc., a Delaware corporation, OneMain Financial of America, Inc., an Iowa corporation, OneMain Financial of America, Inc., a North Carolina corporation, OneMain Financial of Arizona, Inc., an Arizona corporation, OneMain Financial of Florida, Inc., a Florida corporation, Springleaf Financial Services of Hawaii, Inc., a Hawaii corporation, OneMain Financial of Illinois, Inc., an Illinois corporation, OneMain Financial of Indiana, Inc., an Indiana corporation, OneMain Financial of Louisiana, Inc., a Louisiana corporation, Springleaf Financial Services of New Hampshire, Inc., a Delaware corporation, OneMain Financial of New York, Inc., a New York corporation, OneMain Financial of North Carolina, Inc., a North Carolina corporation, OneMain Financial of Ohio, Inc., an Ohio

corporation, OneMain Financial of Pennsylvania, Inc., a Pennsylvania corporation, OneMain Financial of South Carolina, Inc., a South Carolina corporation, OneMain Financial of Washington, Inc., a Washington corporation, OneMain Financial of Wisconsin, Inc., a Wisconsin corporation, OneMain Financial of Wyoming, Inc., a Wyoming corporation, OneMain Financial Services, Inc., a Delaware corporation, OneMain Financial of Texas, Inc., a Texas corporation, OneMain Consumer Loan, Inc., a Delaware corporation, OneMain Home Equity, Inc., a Delaware corporation, and OneMain Home Equity, Inc., a West Virginia corporation.

From time to time after the Closing Date, prior to the end of the Revolving Period, additional entities may become “Sellers”. See “*The Sellers*” in this private placement memorandum.

### Administrator

SFC will be the administrator of the Issuer and, in such capacity, will provide administrative and ministerial services for the Issuer as provided in the Administration Agreement. See “*The Administration Agreement*” in this private placement memorandum.

### Back-up Servicer

Wells Fargo Bank, National Association, a national banking association, will act as back-up servicer under the Back-up Servicing Agreement. The Back-up Servicer will become successor servicer if SFC is terminated by the Indenture Trustee as servicer for any reason, or SFC resigns as servicer (other than in connection with an assignment permitted under the terms of the Sale and Servicing Agreement), in either case, in accordance with the Sale and Servicing Agreement. See “*The Back-up Servicer*,” “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicer Defaults*,” “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Rights Upon Servicer Default*,” “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Resignation of the Servicer*” and “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Assumption of Servicing by the Back-up Servicer*” in this private placement memorandum.

### Depositor

Springleaf Funding I, LLC, a Delaware limited liability company, and a wholly-owned special purpose subsidiary of SFC, is the depositor (the “Depositor”). The Depositor and the Depositor Loan

Trustee for the benefit of the Depositor will acquire the Loans from the Sellers pursuant to the Loan Purchase Agreement and sell or otherwise convey the Loans to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer pursuant to the Sale and Servicing Agreement. The Depositor will be the initial holder of the Issuer's Class A trust certificates and Class B trust certificates. On or about the Closing Date, the Depositor will assign the Class B trust certificates in whole to Springleaf Finance, Inc., an Indiana corporation ("**SFI**"). See "*The Depositor*" in this private placement memorandum.

#### **Indenture Trustee and Note Registrar**

Wells Fargo Bank, National Association, a national banking association, will act as indenture trustee and note registrar. See "*The Indenture Trustee*" and "*The Indenture—Compensation of the Indenture Trustee; Indemnification*" and "*The Indenture—Resignation and Removal of the Indenture Trustee*" in this private placement memorandum.

#### **Owner Trustee**

Wilmington Trust, National Association, a national banking association, will act as owner trustee for the Issuer.

#### **Depositor Loan Trustee**

Wilmington Trust, National Association, a national banking association, will act not in its individual capacity but solely as depositor loan trustee for the Depositor (in such capacity, the "**Depositor Loan Trustee**") pursuant to the depositor loan trust agreement (the "**Depositor Loan Trust Agreement**"), and will hold legal title to the Loans otherwise owned by the Depositor on behalf of the Depositor.

#### **Issuer Loan Trustee**

Wilmington Trust, National Association, a national banking association, will act not in its individual capacity but solely as issuer loan trustee for the Issuer (in such capacity, the "**Issuer Loan Trustee**") pursuant to the issuer loan trust agreement (the "**Issuer Loan Trust Agreement**"), and will hold legal title to the Loans otherwise owned by the Issuer on behalf of the Issuer.

## **THE LOANS**

The personal loans (each, a "**Loan**" and, collectively, "**Loans**") transferred to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer on the Closing Date, and any Loans subsequently transferred to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, will be fixed-rate, non-revolving personal loans, extended to borrowers directly by the Sellers, acquired by the Sellers from Affiliates or acquired by the Sellers from unaffiliated originators, typically as part of a portfolio purchase.

Each Seller will represent that the Loans transferred by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor on the Closing Date, and the Loans transferred by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor after the Closing Date, to the extent originated by such Seller or one of its Affiliates, were originated in all material respects in accordance with the Credit and Collection Policy as in effect at the time such Loan was originated. Such representation will not be made with respect to Loans that were acquired from unaffiliated originators. See "*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*" in this private placement memorandum.

## **CUT-OFF DATE**

The Initial Cut-Off Date for the transaction will be the close of business on May 31, 2017. The cut-off date with respect to any (i) Renewal Loans (as defined herein) added as Loans in connection with Renewal Loan Replacements will be the date on which the related Renewal (as defined herein) occurs, and (ii) other additional Loans added as Loans during the Revolving Period will be the date specified in the related Additional Loan Assignment (which is expected to be the close of business on the last day of the Collection Period immediately preceding the related Addition Date, unless otherwise specified). All payments received in respect of the Loans after the applicable cut-off date will be assets of the Issuer.

## **INITIAL LOAN POOL**

As of the Initial Cut-Off Date, the aggregate loan principal balance of the Loans was \$684,992,871.04. Normal collection activity with respect to the Loans following the Initial Cut-Off Date (including, without limitation, payments received on the Loans and delinquency experience) will be for the account of the Issuer. The statistical characteristics of



the pool of Loans (the “**Loan Pool**”) on the Initial Cut-Off Date may vary from the characteristics of the Loan Pool transferred to the Issuer on the Closing Date as a result of normal collection activity and Renewals with respect to the Loans that occur between the Initial Cut-Off Date and the Closing Date. The Cut-Off Date with respect to any Renewal Loans included as Loans in connection with Renewal Loan Replacements between the Initial Cut-Off Date and the Closing Date, will be the date of the applicable Renewal. The Loans were selected from Springleaf’s portfolio of personal loans as of the Initial Cut-Off Date in order to create a Loan Pool that, as of the Initial Cut-Off Date, was consistent with the parameters that must be maintained in order to avoid the occurrence of a Reinvestment Criteria Event. No Renewal with respect to any Loan between the Initial Cut-Off Date and the Closing Date will be effected if it would cause a Reinvestment Criteria Event to be outstanding as of the Initial Cut-Off Date, but after giving effect to any such Renewals between the Initial Cut-Off Date and the Closing Date, with respect to the Loan Pool. See “—*Collateral—Loan Pool Characteristics*” in this private placement memorandum.

#### **CLOSING DATE**

On or about June 28, 2017.

#### **PAYMENT DATES**

The 15th day of each month, or the immediately following Business Day if the 15th day is not a Business Day, commencing in August 2017.

#### **COLLECTION PERIOD**

The collection period for the initial Payment Date is the period from but excluding the Initial Cut-Off Date through and including the last day of the calendar month immediately preceding such initial Payment Date. The collection period for any subsequent Payment Date is the calendar month immediately preceding such Payment Date.

#### **REVOLVING PERIOD TERMINATION DATE**

The Revolving Period is scheduled to end on but include June 30, 2020 (the “**Revolving Period Termination Date**”).

#### **OPTIONAL CALL DATE**

The Notes may be redeemed by the Issuer on any Payment Date on or after the Payment Date occurring in July 2020.

#### **STATED MATURITY DATE**

For all Classes of Notes, July 15, 2030.

#### **RECORD DATE**

The record date for each Payment Date will be the close of business on the Business Day immediately preceding such Payment Date (the “**Record Date**”).

#### **AFFILIATIONS**

The Sellers, the Performance Support Provider, the Servicer, the Administrator, the Depositor and the Issuer are affiliates. In addition, the Indenture Trustee and the Back-up Servicer are the same entity. Notes may be held by the Depositor or affiliates of the Depositor and any such Notes held by affiliates of the Depositor (other than certain parties to the Transaction Documents) will be considered “Outstanding” and have the same voting rights as Notes held by unaffiliated investors. There are no additional relationships, agreements or arrangements outside of this transaction among the transaction parties that are material to an understanding of the Notes. See “*Risk Factors—Potential Conflicts of Interest Relating to the Initial Purchasers*” in this private placement memorandum.

#### **DESCRIPTION OF NOTES**

A summary chart of the initial note balance, the interest rate, minimum denominations, incremental denominations, stated maturity date and rating of the Notes is set forth in the Notes Table on page 10 of this private placement memorandum. The Notes will be issued and offered in book-entry form through DTC for the account of its respective participants, against payment in immediately available funds. Notes, other than the Class D Notes, may also be held through Euroclear Bank S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, *société anonyme*, for the account of its applicable participants, against payment in immediately available funds.

The Issuer will also issue two classes of non-interest bearing certificates which represents the beneficial interests in the Issuer and are not being offered by this

private placement memorandum. Such certificates are referred to herein as the “**Class A trust certificates**” and “**Class B trust certificates**.” The Class A trust certificates represent a 100% economic interest and 50% voting interest in the Issuer and the Class B trust certificates represent a non-economic 50% voting interest in the Issuer. The holder of the Class A trust certificates will be entitled on each Payment Date only to amounts remaining after payments on the Notes, payments of Issuer expenses and other required allocations or distributions on such Payment Date pursuant to the Priority of Payments. The holder of the Class B trust certificates will not be entitled to any payments or other distributions from the Issuer. The Depositor will be the initial holder of the Class A and Class B trust certificates as of the Closing Date, however, the Class A trust certificates may be transferred in whole or in part after the Closing Date in accordance with the terms of the Trust Agreement and subject to the limitations described under “*Credit Risk Retention—U.S. Credit Risk Retention*” and “*—European Credit Risk Retention*” in this private placement memorandum, and the Class B trust certificates will be assigned in whole to SFI on or about the Closing Date.

### **Form of Notes; Denominations**

Beneficial interests in the Notes will be represented by one or more permanent global Notes in fully registered form without coupons, each deposited with the Indenture Trustee as custodian for, and registered in the name of a nominee of DTC. Notes, other than the Class D Notes, may also be held through Euroclear Bank S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, *société anonyme*, for the account of its applicable participants. Beneficial interests in each such global Note will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its direct and indirect participants.

The Class A Notes, the Class B Notes and the Class C Notes may be sold outside the United States in reliance on Regulation S, and will initially be represented by one or more temporary global Notes in registered form without coupons, each of which will be deposited with the Indenture Trustee as custodian for, and registered in the name of a nominee of, DTC, for the account of Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”) or Clearstream Banking, *société anonyme* (“**Clearstream**”). Interests in each such temporary global Note will be exchangeable, in whole or in part, for interests in one or more permanent global notes of the same class, each in fully registered form without coupons; and each such permanent

global Note will be deposited with a custodian for, and registered in the name of a nominee of, DTC, on or after the 40th day after the Closing Date and upon certification of non-U.S. beneficial ownership, as set forth in the Indenture.

Except as described herein and in the Indenture, the global Notes described above will not be exchanged for definitive notes in registered form. See “*Restrictions on Transfer*” in this private placement memorandum.

No Class D Note may be sold outside the United States in reliance on Regulation S.

The secondary market for the Notes (other than those sold outside the United States in reliance on Regulation S) is limited to qualified institutional buyers pursuant to Rule 144A under the Securities Act and there can be no assurance that a secondary market will develop or, if it does develop, that it will offer sufficient liquidity of investment or will continue.

The Notes will be issued in the minimum denominations and the incremental denominations set forth in the Notes Table. The Notes are not intended to be directly or indirectly held or beneficially owned by anyone in amounts lower than such minimum denominations.

### **Payments—General**

As more fully described herein, (i) payments of interest on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, respectively, will be made on each Payment Date in accordance with the Priority of Payments from collections from, and other amounts obtained in respect of, the Loans received during the applicable Collection Period (other than (a) Collections in respect of Excluded Ineligible Loans withdrawn or not deposited in the Collection Account during such Collection Period, (b) Collections retained or withdrawn to acquire Additional Loans or Renewal Loans during such Collection Period or the following Collection Period and (c) amounts permitted to be retained or withdrawn by the Servicer in respect of Servicing Fees, Supplemental Servicing Fees and Excluded Amounts), together with any funds on deposit in the Reserve Account, and, during the Revolving Period, the Principal Distribution Account (as defined herein), in each case as of the commencement of such Payment Date (collectively, the “**Available Funds**” for such Payment Date) and (ii) after the termination or expiration of the Revolving Period, payments of the principal of the Notes will be made on each Payment

Date from amounts on deposit in the Principal Distribution Account (as on deposit as of the end of the Revolving Period or deposited therein on such Payment Date in accordance with the Priority of Payments from Available Funds). See “*Description of the Notes—Priority of Payments*” and “*Description of the Notes—Interest Payments and Principal Payments—Principal Payments*” in this private placement memorandum.

### **Interest Payments**

On each Payment Date, interest will be paid to the Noteholders from Available Funds as described below under “*—Priority of Payments*” and under “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

Interest will accrue on each Class of Notes during the period beginning on and including the immediately preceding Payment Date and ending on but excluding the current Payment Date or, with respect to the first Payment Date, the period from and including the Closing Date, to but excluding such first Payment Date (each such period, an “**Interest Period**”). Interest will be calculated on each Class of Notes on the basis of a 360-day year comprised of twelve 30-day months, or in the case of the period from the Closing Date to the initial Payment Date, 47 days. Accrued and unpaid interest on the Notes will be paid in accordance with the Priority of Payments.

See “*Description of the Notes—Priority of Payments*” and “*—Interest Payments and Principal Payments—Interest Payments*” in this private placement memorandum.

### **Interest Rates**

The “**Interest Rate**” for each Class of Notes and each Payment Date will be a per annum rate equal to the related fixed rate as set forth in the Notes Table.

See “*Description of the Notes—Interest Payments and Principal Payments*” in this private placement memorandum.

### **Reserve Account**

The Notes will have the benefit of a reserve account (the “**Reserve Account**”) to be established by the Servicer, for the benefit of the Noteholders, with the Indenture Trustee on or before the Closing Date. On the Closing Date, the Depositor will remit an amount equal to the Reserve Account Required Amount (as

defined herein) to the Indenture Trustee for deposit to the Reserve Account. On each Payment Date, amounts on deposit in the Reserve Account as of the commencement of such Payment Date will be applied as Available Funds in accordance with the Priority of Payments. On each Payment Date funds in an amount up to the Reserve Account Required Amount for such Payment Date will be remitted to the Indenture Trustee for deposit to the Reserve Account to the extent available in accordance with the Priority of Payments. See “*The Indenture—Reserve Account*” in this private placement memorandum.

As used herein, “**Reserve Account Required Amount**” shall mean with respect to the Closing Date and any Payment Date, an amount equal to \$3,424,964.36.

### **Principal Distribution Account**

The Servicer, for the benefit of the Noteholders, will establish the Principal Distribution Account with the Indenture Trustee on or before the Closing Date. On each Payment Date during the Revolving Period, amounts on deposit in the Principal Distribution Account as of the commencement of such Payment Date will be applied as Available Funds in accordance with the Priority of Payments. On each Payment Date, funds will be remitted to the Indenture Trustee for deposit to the Principal Distribution Account to the extent available in accordance with the Priority of Payments. See “*The Indenture—Collection Account; Principal Distribution Account*” in this private placement memorandum. On any Payment Date during the Revolving Period, any funds so remitted may be used to pay all or a portion of the purchase price for Additional Loans. See “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum. Any amounts remaining on deposit in the Principal Distribution Account on any Payment Date during the Revolving Period after giving effect to the distributions to be made on such Payment Date pursuant to the Indenture and any Loan Actions made on such Payment Date shall remain on deposit therein until the next succeeding Payment Date.

On each Payment Date during the amortization period, amounts on deposit in the Principal Distribution Account will be distributed by the Indenture Trustee as follows:

- *first*, to the Class A Noteholders in reduction of the Class A Note Balance, until the Class A Note Balance has been reduced to zero;
- *second*, to the Class B Noteholders in reduction of the Class B Note Balance, until the Class B Note Balance has been reduced to zero;
- *third*, to the Class C Noteholders in reduction of the Class C Note Balance, until the Class C Note Balance has been reduced to zero; and
- *fourth*, to the Class D Noteholders in reduction of the Class D Note Balance, until the Class D Note Balance has been reduced to zero.

### Principal Payments

*Revolving Period.* No payments of principal of the Notes will be made during the Revolving Period. The Revolving Period will begin on the Closing Date and will end on the earlier of the Revolving Period Termination Date, and the date on which an Early Amortization Event or an Event of Default is deemed to have occurred. If the Revolving Period ends as a result of the occurrence of certain Early Amortization Events, the Revolving Period may, in certain circumstances, be reinstated if the applicable Early Amortization Event is cured, as further described in the definition of “Revolving Period” set forth in the “*Glossary of Terms*” in this private placement memorandum.

*Amortization Period.* The period of time in which the Revolving Period is not continuing is referred to herein as the “amortization period.” On each Payment Date during the amortization period, (i) amounts will be allocated to the Principal Distribution Account as described below under “—*Priority of Payments*” and under “*Description of the Notes—Interest Payments and Principal Payments*” and under “*The Indenture—Collection Account; Principal Distribution Account*” and (ii) principal will be paid to the Notes from amounts on deposit in the Principal Distribution Account as described above under “—*Principal Distribution Account*.”

### Priority of Payments

On each Payment Date, Available Funds and the proceeds of any Advances made by the Servicer with respect to the related Collection Period will be applied as follows:

- *first*, to the following in the specified order: (A) first, pro rata (based on amounts owing), (1) to the Indenture Trustee, the Account Bank and the Note Registrar, all fees and reasonable out-of-pocket expenses due to the Indenture Trustee, the Account Bank or the Note Registrar pursuant to the Indenture, (2) to the Owner Trustee for amounts due pursuant to the Trust Agreement, (3) to the Back-up Servicer, any reasonable out-of-pocket expenses of the Back-up Servicer (other than Servicing Transition Costs) reimbursable pursuant to the Back-up Servicing Agreement, if any, that have not been paid by the Servicer, (4) to the Depositor Loan Trustee, all fees and reasonable out-of-pocket expenses then due to the Depositor Loan Trustee pursuant to the Depositor Loan Trust Agreement and (5) to the Issuer Loan Trustee, all fees and reasonable out-of-pocket expenses then due to the Issuer Loan Trustee pursuant to the Issuer Loan Trust Agreement; and (B) second, to the Owner Trustee, the Indenture Trustee, the Account Bank, the Note Registrar, the Depositor Loan Trustee, the Issuer Loan Trustee and any other Person entitled thereto, on a *pro rata* basis (based on amounts owing), any indemnified amounts due and owing from the Issuer pursuant to any Transaction Document (as defined herein), in an aggregate amount for this clause *first*, not to exceed \$200,000 during any calendar year; *provided*, that such dollar amount limitation shall not apply following the occurrence and continuation of an Event of Default;
- *second*, to the Back-up Servicer, (A) an amount equal to the Back-up Servicing Fee for such Payment Date, plus the amount of any Back-up Servicing Fee previously due but not previously paid to the Back-up Servicer; and (B) in the event that a Servicing Transition Period has commenced, an amount equal to the Servicing Transition Costs, if any, not paid by the Servicer pursuant to the Back-up Servicing Agreement; *provided*, that the aggregate amount paid pursuant to (B) above on all Payment Dates shall not exceed \$250,000;
- *third*, to the Servicer, an amount equal to the Servicing Fee for such Payment Date (to the extent not retained or withdrawn from the Collection Account by the Servicer pursuant to the Indenture), plus the amount of any Servicing Fee previously due but not previously paid to the Servicer;

- *fourth*, to the Class A Noteholders, an amount equal to the Class A Monthly Interest Amount for such Payment Date, plus the amount of any Class A Monthly Interest Amount previously due but not previously paid to the Class A Noteholders with interest thereon at the Class A Interest Rate;
- *fifth*, an amount equal to the lesser of (A) the First Priority Principal Payment for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses *first* through *fourth* above, to be deposited into the Principal Distribution Account;
- *sixth*, to the Class B Noteholders, an amount equal to the Class B Monthly Interest Amount for such Payment Date, plus the amount of any Class B Monthly Interest Amount previously due but not previously paid to the Class B Noteholders with interest thereon at the Class B Interest Rate;
- *seventh*, an amount equal to the lesser of (A) the Second Priority Principal Payment for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses *first* through *sixth* above, to be deposited into the Principal Distribution Account;
- *eighth*, to the Class C Noteholders, an amount equal to the Class C Monthly Interest Amount for such Payment Date, plus the amount of any Class C Monthly Interest Amount previously due but not previously paid to the Class C Noteholders with interest thereon at the Class C Interest Rate;
- *ninth*, an amount equal to the lesser of (A) the Third Priority Principal Payment for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses *first* through *eighth* above, to be deposited into the Principal Distribution Account;
- *tenth*, to the Class D Noteholders, an amount equal to the Class D Monthly Interest Amount for such Payment Date, plus the amount of any Class D Monthly Interest Amount previously due but not previously paid to the Class D Noteholders with interest thereon at the Class D Interest Rate;
- *eleventh*, an amount equal to the lesser of (A) the Fourth Priority Principal Payment for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses *first* through *tenth* above, to be deposited into the Principal Distribution Account;
- *twelfth*, to the Reserve Account, an amount equal to the lesser of (A) the Reserve Account Required Amount for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses *first* through *eleventh* above;
- *thirteenth*, to the Servicer, an amount equal to the lesser of (A) the aggregate unpaid balance of any Advances made by the Servicer with respect to prior Collection Periods (other than the Collection Period related to such Payment Date) and (B) all funds remaining after giving effect to the distributions in clauses *first* through *twelfth* above;
- *fourteenth*, an amount equal to the lesser of (A) the Regular Principal Payment Amount for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses *first* through *thirteenth* above, to be deposited into the Principal Distribution Account;
- *fifteenth*, prior to the occurrence and continuation of an Event of Default, to the Owner Trustee, the Indenture Trustee, the Account Bank, the Note Registrar, the Depositor Loan Trustee, the Issuer Loan Trustee and the Back-up Servicer, *pro rata* (based on amounts owing), an amount equal to the lesser of (A) fees and reasonable out-of-pocket expenses to the extent not paid in full pursuant to clause (A) of clause *first* above (and, in the case of the Back-up Servicer, which are reimbursable pursuant to the Back-up Servicing Agreement, if any, not paid by the Servicer) and (B) all funds remaining after giving effect to the distributions in clauses *first* through *fourteenth* above;
- *sixteenth*, prior to the occurrence and continuation of an Event of Default, to the Owner Trustee, the Indenture Trustee, the Account Bank, the Note Registrar, the Depositor Loan Trustee, the Issuer Loan Trustee, the Back-up Servicer and any other Person entitled thereto, *pro rata* (based on amounts owing), an amount equal to the lesser of (x) any indemnified amounts due and owing from the Issuer pursuant to any Transaction Document to the extent not paid in full pursuant to clause (B) of clause *first* above and (y) all funds remaining after giving effect to the distributions in clauses *first* through *fifteenth* above;

- *seventeenth*, if any Advances remain unpaid after giving effect to the distributions in clause *thirteenth* above, an amount equal to the lesser of (x) the aggregate amount of unpaid Advances and (y) all funds remaining after giving effect to the distributions in clauses *first* through *sixteenth* above, to be deposited into the Collection Account; and
- *eighteenth*, all funds remaining after giving effect to the distributions in clauses *first* through *seventeenth* above, at the sole option of the Issuer, (x) to be deposited into the Principal Distribution Account or (y) for application in accordance with the Trust Agreement.

As reflected in the definitions of First Priority Principal Payment, Second Priority Principal Payment, Third Priority Principal Payment and Fourth Priority Principal Payment, following the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default, the priority of payments changes with the result that all principal and all accrued and unpaid interest on a Class of Notes is paid before any such amounts are paid in respect of any Class of Notes that is subordinate in payment priority to such Class of Notes.

### **Fees and Expenses**

As compensation for its servicing activities under the Sale and Servicing Agreement, the Servicer will be entitled to receive a servicing fee (the “**Servicing Fee**”) with respect to each Collection Period (or portion thereof) occurring prior to the termination of the Trust pursuant to the terms of the Trust Agreement. The Servicing Fee for any Collection Period, other than the Collection Period relating to the initial Payment Date, will be an amount equal to the product of (i) 3.50%, multiplied by (ii) the aggregate Loan Principal Balance as of the first day of such Collection Period, multiplied by (iii) one-twelfth. The Servicing Fee for the Collection Period relating to the initial Payment Date will be an amount equal to the product of (i) 3.50%, multiplied by (ii) the aggregate Loan Principal Balance as of the Initial Cut-Off Date, multiplied by (iii) two-twelfths. The Servicing Fee will be payable to the Servicer solely to the extent that amounts are available for payment in accordance with the terms of the Indenture (including by the Servicer retaining Collections or withdrawing Collections from the Collection Account in an amount up to the aggregate accrued and unpaid Servicing Fee). See “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing and Other*

*Compensation and Payment of Expenses*” in this private placement memorandum. The Servicing Fee is not subject to increase to the extent that the Back-up Servicer is appointed as successor servicer. As additional compensation, the Servicer will be entitled to retain all (i) late fees, (ii) extension fees, (iii) non-sufficient funds charges and (iv) any and all other administrative fees or similar charges allowed by applicable law with respect to any Loan (the “**Supplemental Servicing Fees**”).

The Back-up Servicer is entitled to receive, on each Payment Date, as compensation for its activities under the Back-up Servicing Agreement, a fee (the “**Back-up Servicing Fee**”). The Back-up Servicing Fee for any Payment Date is equal to the greater of (a) \$5,000 and (b) an amount equal to a per annum rate of 0.025% multiplied by the aggregate Loan Principal Balance of the Loans as of the first day of the related Collection Period calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 33 days). The Back-up Servicing Fee will no longer be payable to the extent that the Back-up Servicer has become the successor Servicer. See “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing and Other Compensation and Payment of Expenses*” in this private placement memorandum.

The Indenture Trustee is entitled to receive an annual fee for acting as Indenture Trustee and, if applicable, Account Bank and Note Registrar in an amount equal to \$10,000 payable on a monthly basis in equal installments on each Payment Date. See “*The Indenture—Compensation of the Indenture Trustee and the Note Registrar; Indemnification*” in this private placement memorandum.

The Owner Trustee is entitled to receive on the Payment Date occurring in August of each calendar year, beginning in August 2017, a fee for acting as Owner Trustee in an amount equal to \$3,000, payable annually in advance. See “*The Trust Agreement—Compensation of the Owner Trustee; Indemnification of the Owner Trustee*” in this private placement memorandum.

The Depositor Loan Trustee is entitled to receive on the Payment Date occurring in August of each calendar year, beginning in August 2017, a fee of \$4,000, payable annually in advance, for acting as Depositor Loan Trustee under the Depositor Loan Trust Agreement, and the Issuer Loan Trustee is entitled to receive on the Payment Date occurring in August of each calendar year, beginning in August 2017, a fee of \$10,500, payable annually in advance,

for acting as Issuer Loan Trustee under the Issuer Loan Trust Agreement, which fees will be paid in accordance with the Priority of Payments.

See “*The Sale and Servicing Agreement and the Back-up Servicing Agreement*,” “*The Indenture*,” “*The Trust Agreement*,” and “*The Loan Trust Agreements*” in this private placement memorandum for a description of the fees, expense reimbursement rights and indemnification rights of the Servicer, the Back-up Servicer, the Indenture Trustee, the Account Bank, the Note Registrar, the Owner Trustee, the Depositor Loan Trustee and the Issuer Loan Trustee.

## **COLLATERAL**

### **General**

The assets of the Issuer will consist primarily of the Loans. The Loans will consist of Hard Secured Loans and Unsecured Loans.

As of the Initial Cut-Off Date, the Loan Pool consisted of 130,006 Loans having an aggregate Loan Principal Balance of \$684,992,871.04. The Hard Secured Loans are generally secured by a perfected, first priority security interest in the applicable Titled Assets and as of the Initial Cut-Off Date constituted approximately 53.00% of the Loan Pool (by Loan Principal Balance). The remainder of the Loan Pool consisted of Unsecured Loans, which are generally either unsecured or secured by a generally unperfected security interest in household goods and other personal property, such as furniture, electronic equipment and jewelry (subject to limitations imposed by applicable law on the taking of non-purchase money security interests in such items). The categorization of a Loan as a Hard Secured Loan or an Unsecured Loan is established at the time the Loan is originated and is not subsequently changed, regardless of whether the applicable collateral is exhausted or, for any reason, ceases to secure such Loan or becomes unavailable. However, in the event of a Renewal, the Renewal Loan will be categorized based upon the characteristics of such Renewal Loan on the date of such Renewal.

The applicable Seller represents that each Loan it sells to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor is an Eligible Loan as of the Cut-Off Date immediately preceding such sale and makes certain other representations with respect to such Loan. See “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum.

A Loan is an “**Eligible Loan**” if, as of the applicable Cut-Off Date, (i) it is not categorized as a Bankruptcy Loan (as defined herein), (ii) it is either an interest-bearing loan or a Precompute Loan (as defined herein), (iii) it has a fixed rate of interest, (iv) it is denominated in U.S. dollars, (v) it is a Loan for which the maturity date has not occurred, (vi) it is not more than two (2) payments past due as reflected in the records of the Servicer in accordance with the Credit and Collection Policy, (vii) it does not constitute an Excluded Loan (as defined herein), (viii) it is not a Revolving Loan (as defined herein), (ix) it is an Unsecured Loan or a Hard Secured Loan (each as defined herein); and (x) if originated by a Seller or an Affiliate thereof, it was originated in all material respects in accordance with the Credit and Collection Policy in effect as of the date of origination of such Loan.

### **Loan Pool Characteristics**

The characteristics of the Loan Pool as of the Initial Cut-Off Date were consistent with the parameters which, if breached, would constitute a Reinvestment Criteria Event. See “*Description of the Notes—Interest Payments and Principal Payments*” in this private placement memorandum.

Reinvestments of Collections in new personal loans and certain other permitted additions of personal loans to, and removals of Loans from, the Loan Pool are permitted in connection with any Loan Action Date (as defined herein) during the Revolving Period only if, among other conditions, after giving effect to such reinvestments, additions and removals, none of the following reinvestment criteria events (each, a “**Reinvestment Criteria Event**”) exist as of such Loan Action Date:

1. the aggregate of the Loan Action Date Loan Principal Balance of all Unsecured Loans in the Loan Action Date Loan Pool shall exceed 70.0% of the Loan Action Date Aggregate Principal Balance;
2. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool, the Loan Obligors of which are residents of the three (3) States which have the highest concentrations of Loan Obligors, shall exceed 40.0% of the Loan Action Date Aggregate Principal Balance;
3. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool, the Loan Obligors of

which are residents of a single State (other than one of the three (3) States which have the highest concentrations of Loan Obligor), shall exceed 15.0% of the Loan Action Date Aggregate Principal Balance;

4. the Weighted Average Coupon for such Loan Action Date shall be less than 22.0% per annum;
5. the Weighted Average Loan Remaining Term for such Loan Action Date shall exceed 45 months;
6. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool, the Loan Obligors of which have a Risk Level within any "Risk Level Range," shall exceed the percentage of the Loan Action Date Aggregate Principal Balance set forth in the table below opposite such "Risk Level Range";

<b>Risk Level Range</b>	<b>Percentage</b>
E	6.0%
E or D	15.0%
E to (and including) C	55.0%
E to (and including) B	75.0%
E to (and including) A	90.0%
E to (and including) P	98.0%
No Risk Level	2.0%

7. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool that have a coupon below 10.0% per annum shall exceed 7.50% of the Loan Action Date Aggregate Principal Balance;
8. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool that had an original term of greater than 60 months shall exceed 6.0% of the Loan Action Date Aggregate Principal Balance;
9. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool that had an original principal balance in excess of \$25,000 shall exceed 4.0% of the Loan Action Date Aggregate Principal Balance; or

10. an Overcollateralization Event exists.

Such balances and other characteristics of each Loan are measured as of the close of business on the last day of the Collection Period immediately preceding such Loan Action Date or, in the case of any Loans not included in the Trust Estate as of the last day of such Collection Period, as of the applicable Additional Cut-Off Date.

No Loan Actions (as defined herein) may occur in connection with any Loan Action Date unless no Reinvestment Criteria Event will exist after giving effect to all such Loan Actions in connection with such Loan Action Date. If a Reinvestment Criteria Event has occurred as of a Monthly Determination Date or any other Loan Action Date and remains outstanding as of the next three consecutive Payment Dates, then an Early Amortization Event shall be deemed to occur and such third Payment Date will be deemed to fall within the amortization period. See "*Description of Notes—Principal Payments—Amortization Period*" above.

Such reinvestments, additions and removals are also subject to certain other conditions. See "*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*" in this private placement memorandum.

"**Overcollateralization Event**" shall mean, for any Loan Action Date, after giving effect to all Loan Actions to be taken on such Loan Action Date and all payments and distributions to be made in accordance with the Priority of Payments and all principal payments to be made on the Notes, in each case, on the Payment Date following such Loan Action Date (or if such Loan Action Date is a Payment Date, on such Payment Date), (a) the Loan Action Date Aggregate Principal Balance minus the Required Overcollateralization Amount is less than (b) the Aggregate Note Balance minus the amounts on deposit in the Principal Distribution Account.

### **Renewals**

From time to time, the applicable Seller may originate a new personal loan with an existing borrower, the proceeds of which refinance such borrower's existing loan, which is referred to as a "**Renewal**" in this private placement memorandum (see the definition of "Renewal" in the "*Glossary of Terms*" in this private placement memorandum for a description of such permitted refinancings that constitute a Renewal under the Transaction Documents). In many cases, such



Seller provides some amount of additional financing to such borrower as part of the Renewal, meaning that the outstanding principal balance of the newly originated personal loan can be greater than the outstanding principal balance of the refinanced personal loan. In determining whether to grant a renewal of a personal loan, Springleaf employs the same credit risk underwriting process as it would for an application from a new customer.

If a Loan is renewed during the Revolving Period, the newly originated personal loan, so long as it is an Eligible Loan, will typically replace the existing refinanced Loan as part of the Trust Estate (as defined herein) on the day such renewal occurs. Any such replacement is referred to as a “**Renewal Loan Replacement**” in this private placement memorandum. During the amortization period, no Renewal Loan Replacements are permitted. If the newly originated personal loan will not replace the existing loan as part of the Trust Estate on the date such new personal loan is originated, because the Revolving Period has been terminated or expired, then the applicable Seller will pay to the Servicer the Terminated Loan Price (as defined herein) with respect to the existing refinanced Loan, and such Terminated Loan Price will be deposited into the Principal Distribution Account within two (2) Business Days of effecting such Renewal. See “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Renewal Loan Replacements*” and “*Risk Factors—Obligations of Sellers and the Servicer*” in this private placement memorandum.

While it is not possible to predict with certainty the amount of Loans that will be renewed after the Closing Date, Renewals historically have been, and Springleaf believes that they will continue to be, an important component of Springleaf’s business plan with respect to personal loans and as such Springleaf expects that a substantial portion of the Loans will be renewed after the Closing Date.

### **Exchanges, Exclusions and Optional Reassignments**

On any Loan Action Date during the Revolving Period, the Depositor may require the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, to exchange one or more existing Loans (other than any Loan that was a Charged-Off Loan or a Delinquent Loan as of the end of the most recently completed Collection Period) for one or more replacement loans so long as the replacement loans are Eligible Loans

and not Charged-Off Loans (in each case, as of the end of the most recently completed Collection Period) and have an aggregate Loan Principal Balance equal to at least 95% of the aggregate Loan Principal Balance of the existing Loans to be exchanged (as measured as of the end of the most recently completed Collection Period, or, if any such existing Loan was added to the Trust Estate after the first day of the Collection Period including such Loan Action Date, the Cut-Off Date for such existing Loan). To the extent that the aggregate Loan Principal Balance of the replacement loans does not at least equal the aggregate Loan Principal Balance of the existing Loans to be exchanged (as measured in the manner set forth in the preceding sentence), cash in the amount of such shortfall must be deposited in the Principal Distribution Account by the Depositor. After giving effect to any exchanges and all other Loan Actions on the applicable Loan Action Date, (i) no Reinvestment Criteria Event may be outstanding and (ii) the aggregate Loan Principal Balance (determined for each Loan as of the end of the most recently completed Collection Period prior to such Loan being exchanged or reassigned, or, if any such Loan was added to the Trust Estate after the first date of the Collection Period including such Loan Action Date, the Cut-Off Date for such Loan) of all Loans removed from the Trust Estate (other than in connection with a Renewal) pursuant to an exchange or (as described in the following paragraph) an optional reassignment on such Loan Action Date, during the portion of the current Collection Period preceding such Loan Action Date, and during the preceding eleven (11) consecutive Collection Periods (or if shorter the most recently ended period of consecutive Collections Periods since the Closing Date) (in each case, measured as of the end of the most recently ended Collection Period prior to such Loan being exchanged or optionally reassigned) will not exceed \$136,998,574.20. Any exchanges of Loans in connection with a Renewal Loan Replacement will not be required to satisfy these conditions. See “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

At the start of business on any Loan Action Date occurring during the Revolving Period, the Depositor on behalf of itself and the Depositor Loan Trustee, at its sole option, may require reassignment from each of the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, respectively, of their interests in Loans that were not Charged-Off Loans or Delinquent Loans, in each case, as of the end of the immediately preceding Collection Period. This option is available

so long as (i) such Loans are selected in a manner that the Issuer and the Depositor reasonably believes is not materially adverse to the interests of any Class of Noteholders and (ii) after giving effect to any such optional reassignment and all other Loan Actions on the applicable Loan Action Date, (A) no Reinvestment Criteria Event is outstanding and (B) the aggregate Loan Principal Balance (determined for each Loan as of the end of the most recently completed Collection Period prior to such Loan being exchanged or reassigned or, if any such Loan was added to the Trust Estate after the first date of the Collection Period including such Loan Action Date, the Cut-Off Date for such Loan) of all Loans removed from the Trust Estate (other than in connection with a Renewal) pursuant to an optional reassignment or (as described in the preceding paragraph) an exchange on such Loan Action Date, during the portion of the current Collection Period preceding such Loan Action Date, and during the preceding eleven (11) consecutive Collection Periods (or if shorter the most recently ended period of consecutive Collections Periods since the Closing Date) (in each case, measured as of the end of the most recently ended Collection Period prior to such Loan being exchanged or optionally reassigned) will not exceed \$136,998,574.20. In order to exercise this option, the Depositor must pay a purchase price for such Reassigned Loans equal to the aggregate Loan Principal Balance (as measured as of the end of the related Collection Period) of such Loans. Such reassignment price may be paid (i) for so long as the Depositor is holding all or a portion of the Class A trust certificates, and at the Depositor's option, by an adjustment to the value of such trust certificates, if such adjustment is available, or (ii) otherwise, in immediately available funds to the Servicer (to be deposited in the Principal Distribution Account). See *"Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Loan Actions"* in this private placement memorandum.

On any Payment Date during the Revolving Period, the Issuer may designate one or more Loans (other than any Loan that was a Charged-Off Loan or a Delinquent Loan as of the end of the related Collection Period) as Excluded Loans so long as after giving effect to such exclusion and all other Loan Actions on such Loan Action Date, no Reinvestment Criteria Event is outstanding.

Excluded Loans will not be included in the Loan Action Date Loan Pool for purposes of determining whether a Reinvestment Criteria Event occurs on the applicable Loan Action Date. See *"Description of the*

*Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Loan Actions"* in this private placement memorandum.

Additionally, so long as no Overcollateralization Event or other Reinvestment Criteria Event is then outstanding, the Servicer may, on each Payment Date during the Revolving Period, on behalf of the Issuer, withdraw from the Collection Account for remittance in accordance with the Trust Agreement, all Collections on deposit in the Collection Account received during the month in which such Payment Date falls that constitute Collections in respect of Loans identified as a Charged-Off Loan or Excluded Loan (each such Loan, an **"Ineligible Loan"**) as of the end of the most recently ended Collection Period and which are designated and classified as Excluded Ineligible Loans (as defined below). Further, notwithstanding anything to the contrary herein, the Servicer, on behalf of the Issuer, may, on each day after such Payment Date, retain or withdraw from the Collection Account to the extent on deposit therein, all further Collections (including, for the avoidance of doubt, Collections constituting recoveries in respect of Charged-Off Loans that have been designated and classified as Excluded Ineligible Loans) received in respect of such Ineligible Loans described in the preceding sentence for remittance in accordance with the Trust Agreement. Each such Ineligible Loan designated by the Servicer as being a Loan as to which Collections thereon (including, for the avoidance of doubt, Collections constituting recoveries in respect of Charged-Off Loans that have been designated and classified as Excluded Ineligible Loans) may be retained by the Servicer or withdrawn by the Servicer from the Collection Account on behalf of the Issuer as contemplated in this paragraph is referred to in this private placement memorandum as an **"Excluded Ineligible Loan"**. For the avoidance of doubt, an Excluded Loan that was not a Delinquent Loan at the time such Loan was designated and classified as an Excluded Ineligible Loan shall not cease to be designated as such by virtue of it later becoming a Delinquent Loan. Additionally, for the avoidance of doubt, no Excluded Ineligible Loan shall at any time cease to be classified and accounted for as such unless (i) it was an Eligible Loan as of the end of the most recently ended Collection Period and (ii) all Collections in respect of such Loan received since the end of the most recently ended Collection Period (including Collections otherwise subject to retention or withdrawal pursuant to the Indenture) are and remain on deposit in the Collection Account. Excluded Ineligible Loans will not be included in the Loan Action Date Loan Pool for purposes of

determining whether a Reinvestment Criteria Event or an Overcollateralization Event occurs on the related Loan Action Date. See “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

## CREDIT ENHANCEMENT

The credit enhancement is designed to provide limited protection for the Noteholders against losses and delays in payment on the Loans or other shortfalls in cash flow. This transaction employs the following forms of credit enhancement:

- *Excess Spread.* The Loans are expected to generate more interest than is needed to pay interest on the Notes because the weighted average interest rates of the Loans is expected to be higher than the weighted average Interest Rate on the Notes. In addition, excess spread will be generated on the portion of the Loans representing overcollateralization, as further described below under “*Overcollateralization*”. On each Payment Date, excess spread received during the related Collection Period (other than amounts permitted to be retained or withdrawn as described in this private placement memorandum) will be included in Available Funds for application pursuant to the Priority of Payments.

- *Overcollateralization.* If the aggregate Loan Principal Balance of the Loans exceeds the Aggregate Note Balance of the Notes, there is overcollateralization to absorb losses on the Loans before such losses affect the Notes. The Required Overcollateralization Amount is approximately 4.85% of the aggregate Loan Principal Balance of the Loans as of the Initial Cut-Off Date. The aggregate Loan Principal Balance of the Loans as of the Initial Cut-Off Date was \$684,992,871.04, which will exceed the initial Aggregate Note Balance of the Notes by \$33,222,871.04. On each Payment Date during the Revolving Period, Available Funds will be allocated in accordance with the Priority of Payments to the Principal Distribution Account (to be retained therein as cash collateral or applied to acquire additional personal loans), to the extent necessary to maintain the Required Overcollateralization Amount. See “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

- *Subordination.* On each Payment Date prior to the occurrence of an Event of Default described in any of paragraphs (a), (b), (c), (d), (e) or (f) of the

definition of Event of Default, Classes of Notes that are lower in order of payment priority (i) will not receive payments of interest until the Classes of Notes that are higher in order of payment priority have been paid their interest payment amount and (ii) will not receive payments of principal until the principal balance of the Classes of Notes that are higher in order of payment priority have been reduced to zero. Additionally, on each Payment Date after the occurrence of an Event of Default described in any of paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default, Classes of Notes that are lower in order of payment priority will not receive any payments of interest or principal until each Class of Notes that is higher in order of payment priority has received all payments of interest and the principal balance of such Class has been reduced to zero.

- *Reserve Account.* The Notes will have the benefit of amounts on deposit in the Reserve Account. On each Payment Date, amounts on deposit in the Reserve Account will be distributed as Available Funds, and the Reserve Account will be replenished, in accordance with the Priority of Payments. After the occurrence of an Event of Default described in any of paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default, no amounts will be allocated pursuant to the Priority of Payments to replenish the Reserve Account until all Notes have been repaid in full. See “*Description of the Notes—Priority of Payments*” and “*The Indenture—Reserve Account*” in this private placement memorandum.

## EARLY AMORTIZATION EVENTS

An “**Early Amortization Event**” means any one of the following events:

- (a) as of any Monthly Determination Date occurring in or after October 2017 the average of the Monthly Net Loss Percentages for such Monthly Determination Date and the two immediately preceding Monthly Determination Dates exceeds 17.00%; or

- (b) any Reinvestment Criteria Event exists with respect to two consecutive Payment Dates (in each case, after giving effect to all applicable Loan Actions, including, if such Payment Date is a Loan Action Date, on such Payment Date) and the Monthly Servicer Report for the immediately following third Payment Date demonstrates that any Reinvestment Criteria Event will exist as of such Payment Date (in the event that no Loan Actions are to be taken on the respective Loan Action Dates relating to such third Payment Date that will cure each such Reinvestment

Criteria Event), *provided*, that such Early Amortization Event shall be deemed to occur, and the Revolving Period shall terminate, on such third Payment Date; or

- (c) a Servicer Default occurs.

Certain of the Early Amortization Events are subject to cure, as contemplated in the definition of “Revolving Period” set forth in the “Glossary of Terms” in this private placement memorandum.

## SERVICER DEFAULTS

“**Servicer Defaults**” under the Sale and Servicing Agreement will consist of:

- (a) any failure by the Servicer to make any required payment, transfer or deposit to the Indenture Trustee for distribution to the Noteholders, which failure continues unremedied for a period of five (5) Business Days after the earlier of (i) the date on which notice of such failure, requiring the same to be remedied, shall have been given by registered or certified mail to the Servicer by the Issuer or the Indenture Trustee, or to the Servicer, the Issuer and the Indenture Trustee by the Required Noteholders and (ii) the actual knowledge of the Servicer thereof; or

- (b) any failure on the part of the Servicer duly to observe or perform any other covenants or agreements of the Servicer set forth in the Sale and Servicing Agreement or the Indenture, which failure has a material adverse effect on the interests of the Noteholders (as determined by the Required Noteholders) and which continues unremedied for a period of ninety (90) days after the earlier of (i) the date on which notice of such failure, requiring the same to be remedied, shall have been given by registered or certified mail to the Servicer by the Issuer or the Indenture Trustee, or to the Servicer, the Issuer and the Indenture Trustee by the Required Noteholders and (ii) the actual knowledge of the Servicer thereof; or

- (c) any representation, warranty or certification made by the Servicer in the Sale and Servicing Agreement or the Indenture shall prove to have been incorrect when made or deemed made and such failure has a material adverse effect on the Noteholders (as determined by the Required Noteholders) and which continues unremedied for a period of ninety (90) days after the earlier of (i) the date on which a notice specifying such incorrect representation or warranty and requiring the same to be remedied, shall have been given by registered or

certified mail to the Servicer by the Issuer, the Issuer Loan Trustee on behalf of the Issuer or the Indenture Trustee, or to the Servicer, the Issuer. The Issuer Loan Trustee on behalf of the Issuer and the Indenture Trustee by the Required Noteholders and (ii) the actual knowledge of the Servicer thereof; or

- (d) an Insolvency Event with respect to the Servicer shall have occurred;

*provided, however*, that a delay in or failure of performance referred to in paragraph (a) above for a period of ten (10) Business Days after the applicable grace period or under paragraph (b) or (c) above for a period of sixty (60) Business Days after the applicable grace period, shall not constitute a Servicer Default if such delay or failure was caused by a Force Majeure Event. If, following the expiration of such ten (10) Business Day incremental grace period (in the case of a delay or failure of performance described in paragraph (a)) or such sixty (60) Business Day grace period in the case of a delay or failure of performance described in paragraph (b) or (c) above, the applicable delay or failure of performance remains outstanding but the Servicer continues to work diligently to remedy such delay or failure of performance, then the grace period shall be extended for a further thirty (30) days upon notice from the Servicer to the Indenture Trustee.

## EVENTS OF DEFAULT

An “**Event of Default**” under the Indenture is the occurrence of any one of the following events:

- (a) an Insolvency Event with respect to the Issuer or the Depositor shall have occurred; or

- (b) the Indenture Trustee shall cease to have a first-priority perfected security interest in all or material portion of the Trust Estate; or

- (c) (x) the Issuer shall have become subject to regulation by the SEC as an “investment company” under the Investment Company Act or (y) shall have become a “covered fund” under the Volcker Rule; or

- (d) the Issuer shall become taxable as an association or a publicly traded partnership taxable as a corporation under the Internal Revenue Code; or

- (e) a default in the payment of any interest on any Class A Note on any Payment Date and

such default shall continue for a period of five (5) Business Days; or

(f) a failure to pay the principal balance of all Outstanding Notes of any Class, together with all accrued and unpaid interest thereon, in full on the Stated Maturity Date for such Class; or

(g) any failure on the part of the Issuer duly to observe or perform any other covenants or agreements of the Issuer set forth in the Indenture, which failure has a material adverse effect on the interests of the Noteholders (as determined by the Required Noteholders) and which continues unremedied for a period of sixty (60) days (or for such longer period not in excess of ninety (90) days as may be reasonably necessary to remedy such failure; *provided* that such failure is capable of remedy within ninety (90) days) after the date on which notice of such failure, requiring the same to be remedied, shall have been given by registered or certified mail to the Issuer by the Indenture Trustee, or to the Issuer and the Indenture Trustee by the Required Noteholders; or

(h) any representation, warranty or certification made by the Issuer in the Indenture or in any certificate delivered pursuant to the Indenture shall prove to have been inaccurate when made or deemed made and such inaccuracy has a material adverse effect on the Noteholders (as determined by the Required Noteholders) and which continues unremedied for a period of sixty (60) days (or for such longer period not in excess of ninety (90) days as may be reasonably necessary to remedy such failure; *provided* that such failure is capable of remedy within ninety (90) days) after the date on which a notice specifying such incorrect representation or warranty and requiring the same to be remedied, shall have been given by registered or certified mail to the Issuer by the Indenture Trustee, or to the Issuer and the Indenture Trustee by the Required Noteholders;

*provided, however*, that a failure of performance under any of clauses (e), (f) or (g) above for a period of thirty (30) Business Days (beyond any cure periods provided for therein) shall not constitute an Event of Default if such failure was caused by a Force Majeure Event. For the avoidance of doubt, an Event of Default shall occur in the event that such failure of performance has not been cured as of the expiration of such thirty (30) Business Day period.

#### **PREPAYMENTS/YIELD**

The yield to investors in the Notes will be sensitive to the rate and timing of principal payments thereon and

the ability of the Issuer to apply Collections in order to purchase Additional Loans. A significant number of the Loans may be prepaid, in whole or in part, at any time without penalty. The rate and timing of prepayment on the Loans may be influenced by a variety of economic, social and other factors. The rate of prepayment on the Loans may be influenced by the nature of the Loan Obligors and servicing decisions. In addition, the Sellers are obligated to repurchase Loans as a result of certain breaches of representations and warranties as to the characteristics of the Loans as of the applicable Cut-Off Date, and under certain circumstances the initial Servicer is obligated to purchase Loans pursuant to the Sale and Servicing Agreement as a result of breaches of certain of its representations and warranties and covenants as Servicer. The Loans may also be renewed, repurchased by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, reassigned to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor or exchanged for other Loans with longer or shorter terms to maturity. See “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum. See “*Risk Factors—Yield Considerations/Prepayment*” and “*Prepayment and Yield Considerations*” in this private placement memorandum for further information, including prepayment scenario projections based on various assumptions.

#### **DEPOSITOR CLEAN-UP CALL**

Pursuant to the Sale and Servicing Agreement, on any Payment Date occurring on or after the date on which the Aggregate Note Balance of the Outstanding Notes is reduced to 20% or less of the Initial Note Balance (as defined herein), the Depositor will have the option to purchase all of the Sold Assets (as defined herein) at a purchase price equal to the Redemption Price (as defined below) in accordance with the Indenture (an “**Optional Purchase**”). If the Depositor elects to exercise such Optional Purchase, it will be required to comply with certain conditions specified in the Indenture. Upon proper exercise of such option and payment of the Redemption Price, all of the Sold Assets to be sold in such optional purchase will be sold to the Depositor. The proceeds of any such Optional Purchase will be applied to redeem the Notes in accordance with the Priority of Payments.

The Issuer will retire the Notes in the event that the Depositor exercises its Optional Purchase right. The aggregate redemption price for the remaining Sold

Assets in connection with the exercise of such right (the “**Redemption Price**”) will be equal to the sum of (i) the aggregate Loan Principal Balance of each Loan constituting a Sold Asset, plus accrued and unpaid interest thereon, (ii) any amounts on deposit in the Principal Distribution Account and (iii) any expenses, indemnification amounts or other reimbursements owed to the Indenture Trustee, the Owner Trustee or the Back-up Servicer; *provided* that such option may not be exercised unless the Redemption Price equals or exceeds the sum of (i) the amount necessary to redeem all of the Notes in full on the Redemption Date in accordance with the Priority of Payments (taking into account all amounts of Available Funds and any other amounts then on deposit in the Note Accounts and available to be distributed pursuant to the Priority of Payments on the Redemption Date) and (ii) any expenses, indemnification amounts or other amounts owed to the Indenture Trustee, the Account Bank, the Note Registrar, the Servicer, the Owner Trustee, the Depositor Loan Trustee, the Issuer Loan Trustee and the Back-up Servicer. See “*Description of the Notes—Clean-up Call and Optional Call*” in this private placement memorandum.

#### **OPTIONAL CALL AND REDEMPTION**

The Issuer may redeem the Notes on any Payment Date on or after the Payment Date occurring in July 2020 (an “**Optional Call**”). The optional call amount in connection with the exercise of this option (the “**Optional Call Amount**”) shall equal, the result of (i) the Aggregate Note Balance on the Record Date preceding the Redemption Date, plus (ii) accrued and unpaid interest on each Class of Notes then Outstanding up to but excluding the Redemption Date, plus (iii) any expenses, indemnification amounts or other amounts owed to the Indenture Trustee, the Note Registrar, the Servicer, the Owner Trustee, the Account Bank, the Depositor Loan Trustee, the Issuer Loan Trustee and the Back-up Servicer, minus (iv) all amounts then on deposit in the Note Accounts and available to be distributed pursuant to the Priority of Payments on the Redemption Date. See “*Description of the Notes—Clean-Up Call and Optional Call*” in this private placement memorandum.

#### **ERISA CONSIDERATIONS**

The Class A Notes, the Class B Notes and the Class C Notes are expected to be eligible for purchase by pension, profit-sharing and other employee benefit plans as well as individual retirement accounts and Keogh plans (each, a “**Plan**”) and any plan subject to Similar Law if certain conditions are met. However, any fiduciary or other investor of assets of a plan that

proposes to acquire or hold such Notes on behalf of or with assets of any Plan or plan subject to Similar Law is encouraged to consult with its counsel with respect to the potential applicability of the fiduciary responsibility provisions of ERISA and the prohibited transaction provisions of ERISA and Section 4975 of the Internal Revenue Code, to the proposed investment. The Class D Notes may not be purchased or held by a Plan or by a plan subject to Similar Law.

For further information regarding the ERISA considerations involved in investing in the Notes, see “*ERISA Considerations*” in this private placement memorandum.

#### **U.S. FEDERAL INCOME TAX TREATMENT**

Sidley Austin LLP, as special tax counsel to the Issuer, will issue an opinion as of the closing date that:

1. when issued, the Class A Notes, Class B Notes and Class C Notes will be characterized as indebtedness for U.S. federal income tax purposes, in each case, except to the extent such Notes are retained by the Depositor or conveyed to an affiliate of the Depositor,
2. when issued, the Class D Notes should be characterized as indebtedness for U.S. federal income tax purposes, except to the extent such Notes are retained by the Depositor or conveyed to an affiliate of the Depositor, and
3. the Issuer will not be classified as an association (or a publicly traded partnership) taxable as a corporation for U.S. federal income tax purposes

(the “**Closing Date Tax Opinions**”).

By accepting a Note, each Noteholder or beneficial owner will agree to treat the Notes as indebtedness. The Issuer suggests that each Noteholder and beneficial owner consult its own tax advisor regarding the U.S. federal income tax consequences of the purchase, ownership and disposition of the Notes or interests therein, and the tax consequences under the laws of any state or other taxing jurisdiction.

The U.S. federal income tax characterization of any Note retained by the Depositor or conveyed to an affiliate of the Depositor will not be determined until the time, if any, that the Note is sold to an unrelated

purchaser, based on the law and circumstances existing at that time. Therefore, no opinion is expressed, and no assurances can be given, with respect to the characterization for U.S. federal income tax purposes of such a Note. However, prior to any subsequent sale of such a Note, the Issuer must receive an opinion from counsel that, among other things, such sale will not cause the Issuer to be classified as an association (or a publicly traded partnership) taxable as a corporation for U.S. federal income tax purposes.

For more information on the material tax consequences of the purchase, ownership and disposition of the Notes, see “*Certain U.S. Federal Income Tax Consequences*” and “*State and Other Tax Consequences*” in this private placement memorandum.

#### **CERTAIN INVESTMENT COMPANY ACT CONSIDERATIONS**

Neither the Issuer nor the Depositor is registered with the SEC as an investment company pursuant to the Investment Company Act. The offering of the Notes hereby is being structured such that the Issuer may rely on an exclusion or exemption from the definition of “investment company” under Rule 3a-7 of the Investment Company Act, although there may be additional exclusions or exemptions available to it. By virtue of its reliance on the exclusion or exemption provided under Rule 3a-7, the Issuer is not a “covered fund” under the Dodd Frank Act’s Volcker Rule. No opinion or no action position with respect to the registration of the Issuer under the Investment Company Act has been requested of, or received from, the SEC.

#### **U.S. CREDIT RISK RETENTION**

The Depositor, a wholly-owned subsidiary of SFC, will be the initial holder of the Issuer’s Class A trust certificates. The Class A trust certificates represent 100% of the beneficial economic interest of the Issuer.

Pursuant to the SEC’s credit risk retention rules, 17 C.F.R. Part 246, SFC, as the sponsor, is required to retain an economic interest in the credit risk of the securitized Loans, either directly or through one or more majority-owned affiliates. SFC intends to satisfy this requirement with an “eligible vertical interest” in the form of the retention by the Depositor, its wholly-owned affiliate, of an amount equal to (i) at least 5% of the initial Note Balance of each Class of Notes and (ii) at least 5% of the Class A trust certificates issued by the Issuer on the Closing Date. The Depositor is required to retain its respective portion of the “eligible

vertical interest” and may not transfer (except to SFC or another majority-owned affiliate of SFC) or hedge that interest until the latest of two years after the Closing Date, the date on which the aggregate Loan Principal Balance of the Loans is 33% or less of the aggregate Loan Principal Balance of the Loans as of the Initial Cut-Off Date, or the date on which the Aggregate Note Balance is 33% or less of the initial Aggregate Note Balance.

The Depositor may retain more than 5% of the initial Note Balance of one or more classes of Notes and the Class A trust certificates. The material terms of the Notes are described in this private placement memorandum under “*Description of the Notes*” in this private placement memorandum. Subject to certain transfer restrictions in the Indenture and the Trust Agreement, respectively, the Depositor may transfer any portion of the Notes retained by it or the Class A trust certificates that is not part of the “eligible vertical interest” to a third party. See “*Credit Risk Retention—U.S. Credit Risk Retention*” in this private placement memorandum.

#### **EUROPEAN CREDIT RISK RETENTION**

In connection with Article 405(1) of European Union Regulation (EU) No. 575/2013, known as the Capital Requirements Regulation, and the other EU Retention Rules referred to in this private placement memorandum under “*Risk Factors – Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible,*” SFC will enter into a European Union Risk Retention Agreement with the Indenture Trustee (solely for the benefit of the Applicable Investors) and the Issuer, in which, among other things, SFC, as originator, will undertake that so long as any Notes are Outstanding it (i) will retain a material net economic interest in the securitization described in this private placement memorandum in an amount of not less than 5% of the aggregate nominal value of the Loans, measured at the time of each acquisition of a Loan by the Depositor, in the form of a first loss tranche as described in Article 405(1)(d) of the CRR (and equivalent or similar provisions of the other existing EU Retention Rules), as represented by the Required Overcollateralization Amount and Reserve Account Required Amount that SFC will indirectly fund and retain an exposure to through SFC’s (direct or indirect) 100% equity interest in the Depositor, which will in turn hold all of the Class A trust certificates issued in consideration for the Initial Loans and remitting the Reserve Account Required Amount to the Indenture Trustee for the benefit of the Noteholders; and (ii) will not (and will not permit the Depositor or any of its

other affiliates to) sell, hedge or otherwise mitigate its credit risk under or associated with such retained interest, except to the extent permitted by Article 405(1) of the CRR (and similar or equivalent provisions of the other existing EU Retention Rules). Each prospective investor in the Notes is required to independently assess and determine the sufficiency for the purposes of complying with Article 405(1) of the CRR (or other EU Retention Rules) of the information described under “*Risk Factors – Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible,*” “*Credit Risk Retention—European Credit Risk Retention*” and in this private placement memorandum generally.

## LEGAL INVESTMENT

You should consult with counsel to see if you are permitted to buy the Notes, since legal investment rules will vary depending on the type of entity purchasing the Notes, whether that entity is subject to regulatory authority, and if so, by whom.

See “*Legal Investment*” in this private placement memorandum.

## RATINGS

It is a condition of the issuance of the Notes that they receive at least the ratings set forth in the Notes Table by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“**S&P**”), DBRS, Inc. (“**DBRS**”) and Kroll Bond Rating Agency, Inc. (“**KBRA**”). S&P, DBRS and KBRA are referred to herein from time to time individually as a “**Rating Agency**” and collectively, as the “**Rating Agencies.**” The ratings of the Notes by the Rating Agencies address the likelihood of the ultimate payment of principal of, and the timely payment of interest on, the Notes. The ratings of the Notes should be evaluated independently from similar ratings on other types of securities.

A security rating is not a recommendation to buy, sell or hold securities, in as much as that rating does not comment on market price or suitability for an investor. A security rating may be subject to revision or withdrawal at any time by the assigning rating organization.

None of the Initial Purchasers, the Issuer, the Owner Trustee, the Issuer Loan Trustee, the Depositor Loan Trustee, the Indenture Trustee, the Performance Support Provider, the Servicer, the Sellers, the Depositor, the Administrator or any of their affiliates

have any obligation to monitor any changes on the ratings on the Notes. A rating agency not hired by SFC or the Depositor to rate the transaction may provide an unsolicited rating that differs from (or is lower than) the ratings provided by the rating agencies hired by SFC or the Depositor to rate the transaction. A rating of the Notes is based on each rating agency’s independent evaluation of the Loans, the credit enhancement and other features of this transaction. A rating, or a change or withdrawal of a rating, by one rating agency will not necessarily correspond to a rating, or a change or a withdrawal of a rating, from any other rating agency.

See “*Ratings*” in this private placement memorandum.



## RISK FACTORS

The following information, which you should carefully consider, identifies certain significant sources of risk associated with an investment in the Notes.

### **Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible**

The Notes are being offered in a private placement to (i) QIBs in reliance on Rule 144A under the Securities Act and (ii) other than in the case of the Class D Notes, non-U.S. Persons pursuant to offers and sales that occur outside of the United States in compliance with Regulation S under the Securities Act. The Notes will not be registered under the Securities Act or the securities laws of any jurisdiction. Consequently, the Notes are not transferable other than pursuant to an exemption under the Securities Act and in accordance with the laws of each applicable jurisdiction and subject to the restrictions described herein. See “*Restrictions on Transfer*” and “*Notice to Investors*” in this private placement memorandum.

There is currently no secondary market for the Notes. The Initial Purchasers may, but are under no obligation to, make a secondary market in the Notes solely to facilitate transfers among QIBs and may discontinue such market-making activities at any time without notice. There can be no assurance that a secondary market for the Notes will develop or, if it does develop, that it will continue or be sufficiently liquid to permit the resale of the Notes. Because of the restrictions on transfers of the Notes, purchasers must be able to bear the risks of their investment in the Notes for an indefinite period of time.

Events in the global financial markets occurring in the past several years, including the failure, acquisition or government seizure of several major financial institutions, the establishment of government initiatives such as the government bailout programs for financial institutions and assistance programs designed to increase credit availability, support economic activity and facilitate renewed consumer lending, problems related to subprime mortgages and other financial assets, the devaluation of various assets in secondary markets, the forced sale of asset-backed and other securities as a result of the deleveraging of structured investment vehicles, hedge funds, financial institutions and other entities, the lowering of ratings on certain asset-backed securities, the European Union sovereign debt crisis and the downgrade of U.S. Treasury bonds and European Union sovereign debt, caused a significant reduction in liquidity in the secondary market for asset-backed securities.

On June 23, 2016, the United Kingdom held a referendum on its membership of the EU, the result of which favored its exit from the EU (an event commonly referred to as “**Brexit**”). On March 29, 2017 the United Kingdom issued a formal notification of its intention to leave the EU. There will now be a process of negotiation with the EU as to the terms of Brexit and the nature of the future relationship between the United Kingdom and the EU. This negotiation is expected to last up to two years from March, 29 2017 (but could last longer). In the meantime, the United Kingdom remains a member of the EU. The potential impact of Brexit on the Notes is currently unclear. Depending on the process of negotiation and eventual terms of Brexit, economic conditions in the United Kingdom, the rest of the EU and global markets may be adversely affected by reduced economic growth and volatility. The uncertainty before, during and after the period of negotiation could also have a negative economic impact and increase volatility in the financial markets, particularly (and not exclusively) in the EU. Such volatility and negative economic impact could, in turn, adversely affect the liquidity and trading of the Notes. It is possible that Brexit will stimulate further calls for referenda and political instability among member states of the EU and in the United Kingdom itself with attendant risks.

The occurrence of similar events in the future, could reduce, or reduce significantly, the liquidity in the secondary market for asset-backed securities, which could adversely affect the market value of the Notes and/or limit the ability of a Noteholder to resell its Notes.

There can be no assurance that the uncertainty relating to the sovereign debt of various countries will not lead to further disruption of the credit markets in the U.S. and/or deterioration in general economic conditions. If

U.S. Treasury bonds and other debt instruments backed by the full faith and credit of the U.S. are further downgraded, the ratings of the Notes could be adversely affected, as could the market price and/or the marketability of the Notes.

Laws and regulations in effect or proposed in the United States, including the Dodd-Frank Act and regulations thereunder (see “—*Financial Regulatory Reform*” in this private placement memorandum) may negatively affect the secondary market for sales to investors in the United States.

Laws and regulations in effect or proposed in the EU and in other countries in the European Economic Area (“**EEA**”) may negatively affect the regulatory treatment of investments in the Notes by certain investors and so may negatively affect the secondary market for sales to investors subject to regulation in those countries. Articles 404-410 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council of June 26, 2013, known as the Capital Requirements Regulation (“**CRR**”), supplemented by Commission Delegated Regulation (EU) No 625/2014 of March 13, 2014, place certain restrictions on the ability of an EEA-regulated credit institution or investment firm and its consolidated group affiliates (each, a “**CRR Investor**”) to invest in asset-backed securities.

Article 405 of the CRR allows CRR Investors to invest in asset-backed securities only if a sponsor, originator or original lender in respect of that securitization has disclosed to the CRR Investor that it will retain, on an ongoing basis, a specified minimum net economic interest of not less than 5% in the securitization transaction. Prior to investing in an asset-backed security, and while it holds that investment, the CRR Investor must also be able to demonstrate that, among other things, it has a comprehensive and thorough understanding of the securitization transaction and its structural features by satisfying the prescribed due diligence requirements and it has established formal procedures for monitoring the ongoing performance of the securitized assets in accordance with Article 406 of the CRR.

Article 17 of the European Union Alternative Investment Fund Managers Directive (Directive 2011/61/EU), as supplemented by Section 5 of Chapter III of Commission Delegated Regulation (EU) No 231/2013 (“**AIFMR**”), and Article 135(2) of the European Union Solvency II Directive 2009/138/EC, as supplemented by Articles 254-257 of Commission Delegated Regulation (EU) No 2015/35 (“**Solvency II Regulation**”), contain requirements similar to those set out in Articles 404–410 of the CRR and apply, respectively, to EEA regulated alternative investment fund managers and to EEA regulated insurance and reinsurance undertakings. While such requirements are similar to those in the CRR, they are not identical and, in particular, additional due diligence obligations apply to relevant alternative investment fund managers and insurance and reinsurance companies. For the purpose of this provision, all such requirements, together with the Articles 404–410 of the CRR, are referred to as the “**EU Retention Rules**” and any investor subject to the EU Retention Rules is referred to as an “**Affected Investor**”.

Failure of an Affected Investor to comply with one or more requirements for an investment in a securitization set forth in the applicable EU Retention Rules in any material respect may result in the imposition of a penalty regulatory capital charge on the securities acquired by that investor or of other regulatory sanctions.

In connection with Articles 404-410 of the CRR and the other EU Retention Rules referred to above, on the Closing Date, SFC will enter into a European Union Risk Retention Agreement with the Indenture Trustee (solely for the benefit of the Applicable Investors) and the Issuer, under which SFC will make certain undertakings and representations as described below under “*Credit Risk Retention—European Credit Risk Retention*” in this private placement memorandum.

Although no representation is made as to whether SFC’s EU Retained Interest (as defined herein) will constitute a material net economic interest in the securitization described in this private placement memorandum in accordance with Article 405(1)(d) of the CRR or similar or equivalent provisions in AIFMR and the Solvency II Regulation, SFC’s EU Retained Interest is intended to qualify as retention by an “originator” as defined under Article 4(1)(13)(a) of the CRR, on the basis of SFC being indirectly involved in the origination of the Loans that have been (or will be) extended to borrowers directly by the Sellers and other affiliated Springleaf entities, and SFC will be holding the EU Retained Interest on the basis of being an originator that has established and is managing the Transaction pursuant to Article 3(4) of Commission Delegated Regulation (EU) No 625/2014.

Each Affected Investor considering an investment in the Notes must independently assess and determine whether the commitment by SFC to hold the EU Retained Interest described in this private placement memorandum

and the other information contained in this private placement memorandum and in the Monthly Servicer Reports or provided from time to time pursuant to the Transaction Documents is sufficient for the purposes of complying with the EU Retention Rules, and none of SFC, the Sellers, the Depositor, the Issuer or any of the Initial Purchasers nor any other party to the Transaction makes any representation or provides any assurance to the effect that the information described above or in this private placement memorandum is sufficient in all circumstances for such purposes or that SFC's compliance with the agreements and undertakings in respect of the EU Retained Interest and described above satisfies the EU Retention Rules or any other applicable legal, regulatory or other requirements. Affected Investors considering an investment in the Notes should consult with their own legal and regulatory advisors.

Prospective investors should also be aware that on September 30, 2015, the European Commission published a legislative proposal for an harmonized EU regulatory framework for securitization that would, among other things, repeal the current EU Retention Rules and replace them with a single regime that would apply to Affected Investors as well as management companies and funds regulated under the EU Directive 2009/65/EC on Undertakings for Collective Investment in Transferable Securities and EEA regulated institutions for occupational retirement provision as defined in the EU Directive 2003/41/EC. It was announced on May 30, 2017, that the Council of the EU had reached agreement with the European Parliament with regard to the two proposed EU Regulations (the "**New Regulations**") by which the new risk retention regime would be implemented. However, the relevant legislative procedure has not yet been completed, and the final text of the New Regulations has not been published. Consequently, it is currently not possible to tell what effect the New Regulations might have in relation to investments in the Notes. However, prospective investors and Noteholders should be aware that the proposals and drafts published as part of the legislative process indicate that there may be material differences between the EU Retention Rules and the New Regulations. It is not known when the New Regulations will take effect, or to what extent they may apply in respect of any transaction entered into before their effective date. Prospective investors are themselves responsible for monitoring and assessing changes to the EU Retention Rules.

Any changes to the regulation or regulatory treatment of asset-backed securities, whether in the United States, EU or elsewhere, may negatively impact the regulatory position of affected investors and have an adverse impact on the value and liquidity of asset-backed securities such as the Notes. None of SFC, the Sellers, the Depositor, the Issuer or the Initial Purchasers nor any other party to the Transaction makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment in the Notes on the Closing Date or at any time in the future. Noteholders should analyze their own regulatory position, and are encouraged to consult with their own investment and legal advisors regarding compliance with EU Retention Rules or other applicable regulations and the suitability of the Notes for investment.

As a result, no assurance can be given as to the ability of the Noteholders to resell their Notes at any time or at acceptable prices. Therefore, an investment in the Notes should only be made by investors who are able to hold such Notes to maturity notwithstanding the possibility that the Notes may experience a severe reduction in value while held.

No registration rights will be granted to any purchaser of the Notes and no Noteholder may register the Notes under the Securities Act or any state securities laws. Any resale of the Notes made in reliance on Rule 144A or Regulation S must satisfy the applicable conditions of Rule 144A or Regulation S, respectively. Accordingly, no Note or any interest or participation therein can be reoffered, resold, pledged or otherwise transferred unless it is sold (i) to a QIB in a transaction meeting the requirements of Rule 144A or (ii) solely in the case of the Class A Notes, the Class B Notes and the Class C Notes, outside the United States to non-U.S. Persons in compliance with Regulation S under the Securities Act and, in each case, in accordance with the terms of the Indenture. As a result of the transfer restrictions imposed to comply with the Securities Act, investors must be prepared to bear the risk of holding the Notes for as long as such Notes are outstanding.

No Class D Note (or beneficial interest therein) may be transferred unless the transferee provides a certificate to the Indenture Trustee and Note Registrar with certain written representations and warranties, as specified under the heading "*Restrictions on Transfer*" in this private placement memorandum.

Each beneficial owner of a book-entry Note, by acceptance of such Note, will be deemed to represent and warrant that (A) it is either (i) a QIB, or (ii) solely in the case of the Class A Notes, the Class B Notes and the Class C Notes, a non-"U.S. Person" (as defined in Regulation S under the Securities Act of 1933, as amended), acquiring such

Note in compliance with Regulation S under the Securities Act of 1933, as amended, and (B) either (i) it is not and is not acting on behalf or using the assets of a Plan, a plan subject to Similar Law or any entity whose underlying assets include any assets of a Plan or plan subject to Similar Law or (ii)(a) it is acquiring Class A Notes, Class B Notes or Class C Notes, (b) the purchase, continued holding and disposition of such Notes (or any interest therein) will not give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code or result in a non-exempt prohibited transaction or violation of any Similar Law and (c) certain other requirements are satisfied, if applicable, as set forth in the Indenture. Each holder of a Definitive Note (if issued) will be required to make certain representations in writing as specified under the heading “*Restrictions on Transfer*” in this private placement memorandum. The Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be issued as Definitive Notes only under the limited circumstances specified in the Indenture. See “*Description of the Notes—Book-Entry Notes and Definitive Notes*” and “*ERISA Considerations*” in this private placement memorandum.

### **Repayment of the Notes Is Limited to the Issuer’s Assets**

The Issuer does not have, nor is it expected in the future to have, any significant assets other than the Loans and certain related rights and amounts on deposit in the Note Accounts. Generally, no Noteholder will have recourse for payment of its Notes to any assets of the Sellers, the Depositor, the Depositor Loan Trustee, the Performance Support Provider, the Servicer, the Indenture Trustee, the Issuer Loan Trustee or any of their respective Affiliates. The Notes represent obligations solely of the Issuer, and none of the Sellers, the Depositor, the Depositor Loan Trustee, the Performance Support Provider, the Servicer, the Indenture Trustee, the Issuer Loan Trustee or any of their respective Affiliates is obligated to make any payments on the Notes. Consequently, Noteholders must generally rely upon the Loans and Collections thereon for the payment of principal of and interest on the Notes. Should the Notes not be paid in full on a timely basis, Noteholders may not look to, or draw upon, any assets of any Seller, the Depositor, the Depositor Loan Trustee, the Servicer, the Performance Support Provider, the Indenture Trustee, the Issuer Loan Trustee or any of their respective Affiliates to satisfy their claims. See “*The Indenture—General*” in this private placement memorandum.

### **Potential Inadequacy of Credit Enhancement**

Credit enhancement for the Class A Notes will be provided by the subordination of the Class B Notes, Class C Notes and Class D Notes, excess spread, overcollateralization and funds on deposit in the Reserve Account. Credit enhancement for the Class B Notes will be provided by the subordination of the Class C Notes and Class D Notes, excess spread, overcollateralization and funds on deposit in the Reserve Account. Credit enhancement for the Class C Notes will be provided by the subordination of the Class D Notes, excess spread, overcollateralization and funds on deposit in the Reserve Account. Credit enhancement for the Class D Notes will be provided by excess spread, overcollateralization and funds on deposit in the Reserve Account. Greater than expected losses on the Loans would have the effect of reducing, and could eliminate, the protection against loss afforded by this credit enhancement. Moreover, each time a Loan is prepaid by a Loan Obligor or a Loan is repurchased by or reassigned to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, such Loan will cease to generate interest Collections for the Trust Estate, thereby potentially reducing the protection against loss afforded by excess spread. See “*Summary Information—Credit Enhancement*” and “*—Additional Loans Acquired by the Issuer and the Issuer Loan Trustee for the Benefit of the Issuer or Loans Removed from the Trust Estate May Affect Credit Quality of the Assets Securing Repayment of the Notes*” in this private placement memorandum.

Based on the priorities described under “*Description of the Notes—Priority of Payments*,” a Class of Notes that receives payments, particularly principal payments, before another class will be repaid more rapidly than the class or classes of Notes that are subordinated to such Class of Notes. In addition, because principal of each Class of Notes will be paid sequentially, classes of Notes that have lower sequential class designations (i.e., B being lower than A) will be outstanding longer and therefore will be exposed to the risk of losses on the Loans during periods after a more senior Class of Notes has received most or all amounts payable on such Class of Notes, and after which a disproportionate amount of credit enhancement may have been applied and not replenished. See “*—Payments on Subordinate Classes of Notes are more Sensitive to Losses on the Loans*” in this private placement memorandum.

## **Payments on Subordinate Classes of Notes are More Sensitive to Losses on the Loans**

Certain classes of Notes are subordinated to other classes of Notes, and any notes having lower sequential class designations are more likely to suffer the consequences of delinquent payments and defaults on the Loans than the classes of Notes having a higher sequential class designations.

The Notes with a lower sequential class designation are subordinated with respect to interest and principal payments to the Notes with a higher sequential class designation (the Class D Notes are subordinated to the Class A Notes, the Class B Notes and the Class C Notes, the Class C Notes are subordinated to the Class A Notes and the Class B Notes and the Class B Notes are subordinated to the Class A Notes). Following the occurrence of an Event of Default described in any of paragraphs (a), (b), (c), (d), (e) or (f) of the definition thereof, the priority of interest and principal distributions will change, with the effect that the most senior outstanding Class of Notes will receive all payments of principal and interest before any subordinate Class of Notes receives any payments of principal or interest. See “*Description of the Notes—Priority of Payments*” in this private placement memorandum. The subordination arrangements could result in delays or reductions in interest or principal payments on classes of Notes with lower sequential class designations even as payment is made in full on classes of Notes with higher sequential class designations.

## **Competition in the Consumer Finance Industry May Adversely Affect the Ability of Springleaf to Originate New Personal Loans or Fulfill Its Obligations in Respect of the Loans**

The consumer finance industry is highly competitive, and the barriers to entry for new competitors are relatively low in the market segment in which Springleaf operates. Springleaf competes with other consumer finance companies as well as other types of financial institutions that offer products that are similar to the Loans. Some of these competitors may have considerably greater financial, technical and marketing resources than does Springleaf. Some competitors may also have a lower cost of funds than does Springleaf, greater access to funding sources than does Springleaf or other competitive advantages relative to Springleaf. These competitive pressures may adversely affect the ability of Springleaf to originate new personal loans and to fulfill its obligations in respect of the Loans, in which case payments on the Notes could be adversely affected.

## **Renewals May Change the Characteristics of the Loan Pool**

The Sellers will be permitted to solicit, and may actively solicit, Loan Obligors to refinance (herein referred to as a “**Renewal**”) their Loans into new personal loans. In the event of any such Renewal which occurs on any day that is not within the Revolving Period, the refinanced Loan will be repaid and cease to be included in the Trust Estate (although the applicable Seller will be required to transfer to the Servicer for deposit into the Principal Distribution Account an amount in immediately available funds equal to the Terminated Loan Price with respect to such Loan), and such repayment may adversely affect the yields on the Notes. In the event that a Renewal Loan Replacement occurs in respect of such Renewal, the refinanced Loan will be exchanged for a Renewal Loan which may have materially different characteristics than such refinanced Loan, including a different maturity date, interest rate or type of collateral securing such Loan. In the event that any Renewal Loan were of worse quality than the refinanced Loan or the characteristics of the Loan Pool were to deteriorate as a result of Renewal Loan Replacements or the repayment of Loans in connection with a Renewal, it could adversely impact the Issuer’s ability to make payments on the Notes. See “—*Additional Loans Acquired by the Issuer and the Issuer Loan Trustee for the Benefit of the Issuer or Loans Removed from the Trust Estate May Affect Credit Quality of the Assets Securing Repayment of the Notes*” in this private placement memorandum.

Moreover, no Renewal Loan Replacement or repayment of refinanced Loans in connection with a Renewal will be subject to the satisfaction of the reinvestment criteria or any other limitation designed to maintain the credit profile of the Loan Pool at the time such Renewal Loan Replacement or repayment occurs, though the Loan Pool (which would reflect such Renewal Loan Replacement or repayment) will be tested for compliance with the reinvestment criteria in connection with the next succeeding Payment Date. Consequently, there can be no assurance that Renewals will not cause the credit of the Loan Pool to deteriorate. If such deterioration were to occur, it could adversely affect the Issuer’s ability to make payments on the Notes.

## **Loans Acquired from Third Parties May Constitute an Increasing Percentage of the Loan Pool and May Change the Characteristics of the Loan Pool**

The Loans include some personal loans that were not originated by Springleaf, but rather were acquired by Springleaf as part of one or more acquisitions of a portfolio of personal loans from a third party not affiliated with Springleaf (such personal loans, the “**Third-Party Originated Loans**”). As of the Initial Cut-Off Date, three (3) Loans constituting Third-Party Originated Loans in an aggregate Loan Principal Balance of \$17,046.33 were included in the Loan Pool. In addition, Springleaf may from time to time in the future acquire additional Third-Party Originated Loans, and there is no specific limitation on the ability of any Seller to sell Third-Party Originated Loans to the Depositor, or the Depositor’s ability to sell Third-Party Originated Loans to the Issuer (including in connection with an Issuer Loan Exchange) during the Revolving Period. Consequently, there can be no assurance that the percentage of the Loan Pool constituting Third-Party Originated Loans will not increase or increase materially over time.

As further described under “*Underwriting Standards*” in this private placement memorandum, Springleaf historically has not applied its underwriting criteria to “re-underwrite” the Third-Party Originated Loans when determining whether to acquire a portfolio of Third-Party Originated Loans. In the event that Loans constituting Third-Party Originated Loans were to be of worse quality than the Loans originated and underwritten by Springleaf or the characteristics of the Loan Pool otherwise were to deteriorate as a result of the inclusions of additional Third-Party Originated Loans, the Issuer’s ability to make payments on the Notes could be adversely affected.

## **Losses on the Loans May Be Greater Than Expected as a Consequence of Risks Associated with Springleaf’s Underwriting Process**

In processing requests for personal loans, Springleaf relies primarily on an automated underwriting process using proprietary credit scoring models but, in some cases, subjective underwriting is also performed by individual personnel. The credit scoring models are based on the loan applicant’s payment history on prior accounts with Springleaf and other creditors, other data contained in credit bureau reports, and information provided in the loan application, such as income and current debt-service obligations. The subjective underwriting process, if any, considers the applicant’s credit scoring, employment information and income, prior accounts with Springleaf and information contained in credit bureau reports. The subjective underwriting process is reliant on significant and ongoing training of underwriters to ensure the quality of the loan decision, making it important that Springleaf attract and retain qualified personnel to perform this aspect of the underwriting process. There can be no assurance that Springleaf will also be able to attract and retain qualified personnel to perform the subjective underwriting process. Moreover, if the training of personnel fails to be effective or if the performance of the credit scoring models deteriorates over time and is not corrected, delinquency and losses could be materially affected. Loan applications that are submitted through the Internet may be processed at a central location, which may increase potential losses for such loans due to increased instances of fraud. Additionally, if Springleaf makes errors in the development and validation of new credit scoring models and underwriting tools, the personal loans that are originated based upon such models and tools would experience higher delinquencies and losses. Also, if future performance differs from past experience (driven by factors, including but not limited to, macro-economic factors, policy actions by regulators, lending by other institutions, and reliability of data from information providers such as credit bureaus), which experience has informed the development of the underwriting processes employed by Springleaf, delinquency and losses on the personal loans could increase. See “*Underwriting Standards*” and “*—Modifications to the Credit and Collection Policy May Result in Changes to the Performance of the Loan Pool and the Servicing of the Loans*” in this private placement memorandum.

Additionally, Springleaf personnel have some authority to restructure personal loans within broadly written underwriting guidelines rather than having all personal loans approved uniformly. As a result, there may be variability in personal loan structure (e.g., whether or not collateral is taken for the personal loan) and personal loan quality among branches or regions, even when underwriting policies are followed. This aspect of the underwriting process could adversely affect the performance of the Notes.

In deciding whether to make a personal loan to a customer, and in determining whether any collateral will be required to secure such personal loan, Springleaf relies heavily on information furnished by or on behalf of its applicants as well as the credit bureaus, and its ability to validate such information through third-party services and its other quality assurance processes. If a significant percentage of the credit customers were to intentionally or

negligently misrepresent any of this information, and Springleaf's internal processes were to fail to detect such misrepresentations, or any or all of the other components of the underwriting process described above were to fail, increased delinquencies and losses on the Loans could occur.

### **Delinquency and Loan Loss Experience**

Although Springleaf has calculated and presented herein its delinquency and net loss experience with respect to the initial Loan Pool as of the Initial Cut-Off Date, there can be no assurance that the information presented will reflect actual experience with respect to the Loans in the initial Loan Pool or any Additional Loans that are acquired by the Issuer after the Closing Date. A portion of the Loans in the initial Loan Pool were originated subsequent to certain periods presented in the net loss and delinquency tables. In addition, there can be no assurance that the future delinquency or loss experience of the Issuer with respect to the Loans will be better or worse than that set forth herein or that of similar personal loans that are not conveyed to the Issuer.

Also, the Loan Pool may change significantly over time after the Closing Date, which could result in worse delinquency and net loss experience than is presented in this private placement memorandum. See "*—Additional Loans Acquired by the Issuer and the Issuer Loan Trustee for the Benefit of the Issuer or Loans Removed from the Trust Estate May Affect Credit Quality of the Assets Securing Repayment of the Notes*" in this private placement memorandum.

### **There Are Risks to Noteholders Because the Loan Agreements Will Not Be Delivered to the Issuer**

The Servicer or any entity (which may include an applicable Seller) to which the Servicer has delegated servicing functions (each a "**Subservicer**") will maintain possession of any original Loan Agreements in tangible form. The Servicer or the Subservicer, as applicable, will identify that the Loans for which it holds the original Loan Agreements in tangible form have been conveyed to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, but these original Loan Agreements will not be segregated or specifically marked as belonging to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor or the Issuer and the Issuer Loan Trustee for the benefit of the Issuer. However, appropriate UCC-1 financing statements reflecting the transfer and assignment of the Loans (including those in electronic form, as described below) by the applicable Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, and the pledge thereof to the Indenture Trustee will be filed to perfect that interest and give notice of the Issuer's (and solely with respect to legal title thereto, the Issuer Loan Trustee's) ownership interest in, and the Indenture Trustee's security interest in, the Loans. If, through inadvertence or otherwise, any of the Loans were sold or pledged to another party who purchased (including a pledgee) the Loans in the ordinary course of its business and took possession of the original contracts in tangible form giving rise to the Loans (any such event, a "tangible contract event"), the purchaser would acquire an interest in the Loans superior to the interests of the Issuer and the Issuer Loan Trustee for the benefit of the Issuer and the Indenture Trustee if the purchaser acquired the Loans for value and without knowledge that the purchase violates the rights of the Issuer and the Issuer Loan Trustee for the benefit of the Issuer or the Indenture Trustee, which could cause investors to suffer losses on their Notes.

Springleaf has implemented an electronic signature process that permits Springleaf to originate personal loans in electronic form. See "*Underwriting Standards—Loan Closings*" and "*Servicing Standards—Records Management and Storage*" in this private placement memorandum. There are no specific limitations on the Sellers' ability to sell personal loans originated in electronic form to the Depositor, or on the Depositor's ability to convey such personal loans to the Issuer. Consequently, there can be no assurance that a significant percentage of the Loans will not be in electronic form. As described in "*Servicing Standards—Records Management and Storage*" in this private placement memorandum, Springleaf will originate and maintain custody of some Loan Agreements in electronic form through its own technology system. Springleaf's technology system is designed to enable it to identify a copy of each electronic contract as an "original" or "single authoritative copy" that is readily distinguishable from all other copies and that identifies Springleaf as the owner. The system is further designed to prevent revisions to the authoritative copy of the electronic contract without Springleaf's participation and to identify revisions as either authorized or unauthorized revisions. Notwithstanding these capacities of the technology, Springleaf will perfect the transfer and assignment of Loans, including those evidenced by electronic contracts, solely by filing UCC-1 financing

statements as described above. Moreover, there can be no assurance that Springleaf's technology system will perform as represented by it in maintaining the systems and controls required to provide assurance that Springleaf maintains control over an electronic contract as described above. In that event, through inadvertence, system failure or otherwise, another person could acquire an interest in an electronic contract that is superior to the interest of Springleaf (and accordingly the Issuer's interest) (any such event, an "electronic contract event"), which could result in losses on the Notes. Additionally, market practices regarding control of electronic chattel paper and other electronic contracts are still developing. For example, the Uniform Commercial Code concept of "control" by its terms applies only to electronic chattel paper and not to electronic contracts that might fall into other Uniform Commercial Code categories. There are no specific limitations on the Sellers' ability to sell personal loans originated in electronic form to the Depositor, or on the Depositor's ability to convey such loans to the Issuer. Consequently, there can be no assurance that a significant percentage of the Loans will not be in electronic form.

As a result of any of a tangible contract event or electronic contract event, (i) the Issuer or the Issuer Loan Trustee for the benefit of the Issuer may not have a perfected security interest in certain Loans (or such security interest may not be of first priority) and/or (ii) the Indenture Trustee may not have a perfected security interest in certain Loans (or such perfected security interest may not be of first priority). The possibility that the Issuer, the Issuer Loan Trustee or the Indenture Trustee may not have a perfected security interest in the Loans (or that such perfected security interest may be junior to another party's interest) may affect its ability to obtain Collections on the Loans, seek judgments against Loan Obligor for payments on the Loans and/or repossess collateral providing security for the related Loan. Therefore, Noteholders may be subject to delays in payment and may incur losses on their investment in the Notes.

Furthermore, if the Servicer or any Seller becomes the subject of an insolvency proceeding, competing claims to ownership or security interests in the Loans could arise. These claims, even if unsuccessful, could result in delays in payments on the Notes. If successful, the attempt could result in losses or delays in payments to you or an acceleration of the repayment of the Notes.

#### **The Indenture Trustee May Not have a Perfected Interest in Collections Commingled by the Servicer with Other Funds**

Except for amounts that the Servicer is permitted to retain or withdraw as described in this private placement memorandum, the Servicer is obligated to deposit Collections received by it into the Collection Account no later than the second business day after the date of processing by the Servicer for those Collections. Each Seller, to extent that it receives any payments is obligated to transfer Collections received by it to the Servicer not later than the second business day following receipt of those Collections. In the event that certain conditions are met, however, the Servicer is permitted to hold all Collections received during a monthly period and to make only a single deposit of those Collections on the Business Day immediately preceding the following Payment Date. See "*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Payments on Loans; Collection Account*" in this private placement memorandum.

Moreover, unlike in many other asset backed securitizations, some of Springleaf's personal loan borrowers, including in respect of the Loans, make payments in cash and/or in-person at Springleaf branches. While there has been an increasing trend on the part of personal loan borrowers to make payments via lockboxes and various electronic payment channels, branch payments remain a payment channel utilized by many personal loan borrowers. See "*Ability to Make In-Branch Payments and any Future Inability to Make In-Branch Payments May Result in Additional Risks to Noteholders*" in this private placement memorandum. For the three months ended March 31, 2017, approximately 18.73% (by dollar amount) of Springleaf's personal loan payments were made in-person at Springleaf branches by the personal loan customer by check, cash or money order. Of those payments made in person at a branch, approximately 64.26% (by dollar amount) were in cash, representing approximately 12.04% of all Springleaf personal loan payments during the three months ended March 31, 2017. The foregoing percentages do not include payments resulting in full repayment of a loan or payments of insurance proceeds. Additionally, a portion of personal loan payments were made by check mailed to Springleaf branches. There can be no assurance that branch payments will not increase in the future.

Any in-person or other payments in respect of Loans made to a branch office location of any Seller must be processed at the branch office before being transferred to the Servicer for processing. Funds in respect of such branch payments are generally available in a Springleaf concentration account for processing by the Servicer by the second



business day following receipt of such payments at the applicable Seller branch. See “*Servicing Standards—Billing and Payments*” in this private placement memorandum. To the extent that branch payments require decentralized manual processing, the possibility of delay or misdirection of payments is greater than with payments through lockboxes or electronic channels, which in turn could delay or reduce payments in respect of the Notes. See “*Ability to Make In-Branch Payments and any Future Inability to Make In-Branch Payments May Result in Additional Risks to Noteholders*” in this private placement memorandum.

### **Bankruptcy or Insolvency Proceedings with respect to the Servicer, any Subservicer or a Seller could result in losses on the Notes**

The Servicer and each Subservicer will be permitted to commingle Collections on the Loans with their own funds in one or more accounts which are not under the control of the Indenture Trustee before they are remitted to the Collection Account. In the event the Servicer or any Subservicer goes into bankruptcy or becomes the subject of a receivership or conservatorship, liquidation or similar proceeding, the Issuer, the Indenture Trustee and the Noteholders may not have a perfected or priority security interest in any Collections on Loans that are in that Servicer or such Subservicer’s possession or have not been remitted to the Collection Account at the time of the commencement of the bankruptcy, or becomes the subject of receivership, conservatorship, liquidation or similar proceeding. The Servicer and such Subservicers may not be required to remit to the Indenture Trustee any Collections on Loans that are in its possession at the time that it goes into bankruptcy or becomes the subject of receivership, conservatorship, liquidation or similar proceeding. See “*The Indenture Trustee may not have a perfected security interest in collections commingled by the Servicer with other funds*” in this private placement memorandum.

To the extent that the Servicer or any Subservicer has commingled funds constituting Collections of Loans with its own funds and such funds constituting Collections cease to be identifiable proceeds of the Loans and any such funds are then used to make payments on the Notes, the holders of the Notes may be required to return to the Servicer or such Subservicer, as preferential transfer payments, amounts received on the Notes.

If the Servicer or a Subservicer were to go into bankruptcy or become the subject of receivership, conservatorship, liquidation or similar proceeding, it may stop performing its servicing functions, if any. In addition, except with respect to the Back-up Servicer’s replacement of the Servicer, it may be difficult to find a third party to act as successor Servicer. Alternatively, the Servicer or a Subservicer may take the position that unless the amount of its compensation is increased or the terms of its obligations are otherwise altered, it will stop performing its servicing functions, if any. If it would be difficult to find a third party to act as successor servicing party, the parties, as a practical matter, may have no choice but to agree to the demands of the Servicer or such Subservicer. The Servicer and any Subservicer may also have the power, with the approval of the court or the receiver, conservator, liquidator or similar official, to assign its rights and obligations as Servicer or Subservicer, as applicable, to a third party without the consent, and even over the objection of the parties, and without complying with the requirements of the applicable documents.

If the Servicer or Subservicer, as applicable, were in bankruptcy or the subject of a receivership, conservatorship, liquidation or similar proceeding, then the parties may be prohibited (unless authorization is obtained from the court or the receiver, conservator, liquidator or similar official) from (i) taking any action to enforce any obligations of the Servicer or Subservicer, as applicable, under the applicable documents or to collect any amount owing by the Servicer or Subservicer, as applicable, under the applicable documents and/or (ii) terminating the Servicer or Subservicer, as applicable, and appointing a successor Servicer (including the Back-up Servicer) or Subservicer, as applicable.

The occurrence of any of these events could result in delays or reductions in distributions on, or other losses with respect to, the Notes.

### **Entities May be Added as Additional Sellers Without Noteholder Consent**

Under the terms of the Loan Purchase Agreement, at any time during the Revolving Period, without the consent of the Noteholders, any Affiliate of SFC may be added as an additional Seller upon notice to the Depositor under the Loan Purchase Agreement and the satisfaction of certain other conditions, including the execution and delivery of an accession agreement and the delivery of certain legal opinions. Any such Affiliate of SFC will make

the Loan Level Representations with respect to any personal loans sold to the Depositor by any such Affiliate as Seller under the Loan Purchase Agreement and would be required to repurchase such personal loans in the event of certain breaches of the Loan Level Representations, and such Affiliate may perform some servicing functions with respect to such personal loans, to the extent included in the Trust Estate, in accordance with the requirements of the Loan Purchase Agreement, the Sale and Servicing Agreement and the Indenture. The Servicer is responsible for any servicing of Loans by any such Affiliate of SFC and the obligations of any Affiliate of SFC as Seller is covered by the Performance Support Agreement to the same extent as existing Sellers, as applicable. Nevertheless, to the extent that any such additional Seller is less able than the existing Sellers to perform its obligations under the Transaction Documents or is otherwise differently situated than the existing Sellers and/or the Loans sold by such additional Seller to the Depositor are of worse quality than Loans sold to the Depositor by other Sellers, the inclusion of any such Affiliate of SFC as a Seller could adversely affect the collectability of the Loans and the repayment of the Notes. See “—*Losses on the Loans May Be Greater than Expected as a Consequence of Risks Associated with the Sellers’ Underwriting Process*” in this private placement memorandum.

## **Insurance Products**

Springleaf sells insurance products to its personal loan borrowers. These products are provided by a group of Springleaf-affiliated insurance companies, and the credit insurance products offered to borrowers insure the personal loan borrower’s payment obligations on the related personal loan in the event of such personal loan borrower’s inability to make monthly payments due to death, disability or involuntary unemployment. Payment of the associated premiums can be made by the borrower separately, but except in very rare instances, the personal loan borrower finances payment of the premium and it is included in the principal balance of the applicable personal loan. The financing of credit insurance products premiums generally represents approximately 4.00% of the aggregate loan principal balance of Springleaf’s personal loan portfolio. The Loan Pool may have a different percentage of aggregate loan principal balance attributable to credit insurance product premiums and such percentage may increase or decrease after the Initial Cut-Off Date. A credit insurance product in respect of a personal loan may be cancelled if, for example, (i) the owner or servicer of the personal loan requests cancellation due to the personal loan borrower’s default on obligations under the related personal loan, (ii) the personal loan borrower prepays the principal balance of the personal loan in whole or (iii) the personal loan borrower elects to terminate the credit insurance prior to the expiration of the term thereof (which the personal loan borrower may do at any time). Generally, upon any cancellation of credit insurance, the related personal loan borrower will be entitled to a refund of the unearned premium for such credit insurance, which is typically effected by making a corresponding reduction in the principal balance of the personal loan. If, however, the borrower requests cancellation of the applicable credit insurance, the unearned premium, if any, is typically refunded to the borrower in cash and the personal loan balance is not reduced. The insurance companies providing such credit insurance have agreed to reimburse Springleaf for unearned premiums that are refunded to the personal loan borrower whether by reduction of the personal loan balance or in cash. Rights to any such reimbursements in respect of reductions in the principal balances of Loans will be conveyed to the Issuer and treated as Collections in respect of such Loans. Despite the foregoing, there can be no assurance that such insurance companies will have sufficient funds to make such payments, which could result in increased losses on the personal loans, including the Loans. A portion of recoveries reflected in the net loss and delinquency tables presented herein are attributable to reimbursement payments that insurance companies were obligated to make in respect of claims on such credit insurance, but personal loan borrowers, including the Loan Obligors, are not required to purchase credit insurance products, and there can be no assurance as to the number of Loan Obligors with respect to Loans conveyed to the Issuer after the Closing Date that will purchase credit insurance. If the insurers are for any reason unable or unwilling to meet their claim payment obligations or if fewer Loan Obligors purchase credit insurance protection in respect of the Loans, losses on the Loans could increase and repayment of the Notes could be adversely affected. See “—*OneMain’s Financial Strength May Affect the Ability of the Servicer, the Sellers and Their Affiliates to Perform Their Obligations and the Ability of the Sellers to Originate New Loans*” in this private placement memorandum.

## **Social and Economic Factors May Affect Repayment of the Loans**

The ability of the Loan Obligors to make payments on the Loans, as well as the prepayment experience thereon, will be affected by a variety of social and economic factors. Economic factors include interest rates, unemployment levels, gasoline prices, upward adjustments in monthly mortgage payments, the rate of inflation and consumer perceptions of economic conditions generally. Social factors include changes in consumer confidence levels and attitudes toward incurring debt and changing attitudes regarding the stigma of personal bankruptcy. Economic

conditions may also be impacted by localized weather events and environmental disasters. See “—*Geographic Concentration May Increase Risk of Loss*” in this private placement memorandum. The Issuer is unable to determine and has no basis to predict whether or to what extent social or economic factors will affect the Loans.

The United States has experienced severe economic downturns in the past. If another economic downturn occurs or if the current economic recovery is not sustained, it may adversely affect the performance and market value of the Notes. High unemployment, decreases in home values, increased mortgage and consumer loan delinquencies and a lack of available consumer credit can result in increased delinquencies, defaults and losses on consumer loans and receivables, including the Loans. In addition, the number of delinquencies and defaults on consumer receivables is significantly influenced by the employment status of obligors. If economic conditions worsen, or fail to improve at a sufficient pace, delinquencies and losses on the Loans could increase. Any increase in delinquencies or defaults with respect to the Loans, together with any resulting impairment of the ability of Sellers and the Servicer to meet their respective obligations under the Transaction Documents increases the likelihood that Noteholders will experience losses with respect to the Notes.

An economic downturn may also be accompanied by decreased consumer demand for automobiles, light-duty trucks and other vehicles and equipment and declining values of vehicles securing outstanding hard secured personal loans, which would weaken collateral coverage for Hard Secured Loans and increase the amount of loss in the event of default by the related Loan Obligor. Significant increases in the inventory of used automobiles during periods of economic slowdown or recession may also depress the prices at which repossessed automobiles may be sold or delay the timing of these sales. Investors may experience payment delays and losses on the Notes.

An improvement in economic conditions could result in prepayments by the obligors of their payment obligations under the Loans. As a result, investors may receive principal payments of the Notes earlier than anticipated. See “—*Yield Considerations/Prepayments*” in this private placement memorandum.

**Federal or State Bankruptcy or Debtor Relief Laws may Impede Collection Efforts or Alter Timing and Amount of Collections.**

If a Loan Obligor sought protection under federal or state bankruptcy or debtor relief laws, a court could reduce or discharge completely the Loan Obligor’s obligations to repay amounts due on its Loan. As a result, all or a portion of the Loan would be written off as uncollectible. Noteholders could suffer a loss if insufficient funds were available from credit enhancement or other sources to cover the applicable defaulted amount.

**Geographic Concentration May Increase Risk of Loss**

The geographic concentration of the Loans may expose the Notes to an increased risk of loss due to risks associated with certain regions. Certain regions of the United States from time to time will experience weaker economic conditions and higher unemployment and, consequently, will experience higher rates of delinquency and loss than on similar loans nationally. In addition, natural disasters in specific geographic regions may result in higher rates of delinquency and loss in those areas. In the event that a significant portion of the Loan Pool is comprised of Loans owed by Loan Obligors resident in certain states, economic conditions, natural disasters or other factors affecting these states in particular could adversely impact the delinquency and default experience of the Loans and could result in reduced or delayed payments on the Notes.

Further, the concentration of the Loans in one or more states would have a disproportionate effect on Noteholders if governmental authorities in any of those states take action against the Sellers (such as actions described in “—*Consumer Protection Laws and Contractual Restrictions*” in this private placement memorandum) or the Servicer or take action affecting the Sellers’ or the Servicer’s ability to service the Loans.

As of the Initial Cut-Off Date, the aggregate Loan Principal Balance of the Loans with Loan Obligors resident in the following States exceeded 5% of the aggregate Loan Principal Balance of the Loans:

Indiana	8.57%
Illinois	8.55%

North Carolina	7.79%
California	6.19%
Pennsylvania	5.90%
Florida	5.40%
Georgia	5.24%
Texas	5.08%
Virginia	5.08%

The geographic concentration of the Loan Pool may change after the Closing Date as a result of repayments of the Loans, charge-offs, Loan Actions or otherwise, including in a manner that adversely affects Noteholders. See “— *Additional Loans Acquired by the Issuer and the Issuer Loan Trustee for the Benefit of the Issuer or Loans Removed from the Trust Estate May Affect Credit Quality of the Assets Securing Repayment of the Notes*” and “*Yield Considerations/Prepayments*” in this private placement memorandum.

### **Consumer Protection Laws and Contractual Restrictions**

The consumer finance industry is extensively regulated by federal, state and local consumer protection laws and regulations relating to the creation, collection and enforcement of consumer contracts such as the Loans. Personal loans that do not comply with consumer protection laws may not be enforceable against the obligors of those loans.

Some significant federal consumer protection laws include, but are not limited to:

- the Truth in Lending Act;
- the Equal Credit Opportunity Act;
- the Fair Credit Reporting Act;
- the Federal Trade Commission Act;
- the Magnuson-Moss Warranty Act;
- the Fair Debt Collection Practices Act;
- the Servicemembers Civil Relief Act;
- the Gramm-Leach-Bliley Act;
- the Military Lending Act; and
- the Telephone Consumer Protection Act.

These laws affect how loans are made, enforced and collected. The U.S. government and states may pass new laws, or may amend existing laws, to regulate further the consumer finance industry, installment loans or to reduce the finance charges or other fees applicable to personal loans. This could make collection of personal loans more difficult for the Servicer (and any Subservicer) and could decrease the amount of Collections received by the Issuer and thus available for payments on the Notes.

Federal and state consumer protection laws impose requirements, including licensing requirements, and place restrictions on creditors in connection with extensions of credit and collections on personal loans and protection of sensitive customer data obtained in the origination and servicing thereof and personal loans that do not comply with consumer protection laws may not be valid or enforceable under their terms against the obligors of those personal loans. Moreover, certain of these laws make an assignee of such personal loans (such as the Issuer and the Issuer Loan Trustee for the benefit of the Issuer) liable to the obligor thereon for any violation by the originating lender. Any violation of such laws or any litigation alleging such a violation with respect to a Loan could give rise to claims

and/or defenses by a Loan Obligor, or a group of similarly situated Loan Obligors, against the Issuer, one or more of the Sellers, the Indenture Trustee, the Depositor, the Servicer and certain other parties, or subject them to claims for damages and/or enforcement actions. The federal and state consumer protection laws, rules and regulations applicable to the solicitation and advertising for, underwriting of, granting, servicing and collection of personal loans, and the protection of sensitive customer data, frequently provide for administrative penalties, as well as civil (and in some cases, criminal) liability resulting from their violation. An administrative proceeding or litigation relating to one or more allegations or findings of the violation of such laws by a Seller, the Depositor, the Servicer or the Issuer (whether by an administrative agency, a Loan Obligor or a group or class of Loan Obligors) could result in modifications in Springleaf's methods of doing business which could impair Springleaf's ability to originate or otherwise acquire new Loans or collect the Loans or result in the requirement that a Seller, the Servicer, the Depositor and/or the Issuer pay damages and/or cancel the balance or other amounts owing under a Loan associated with such violations. The Loans are subject to generally standard documentation. Thus, many Loan Obligors may be similarly situated in so far as the provisions of their respective contractual obligations are concerned. Accordingly, allegations of violations of the provisions of applicable federal or state consumer protection laws could potentially result in a large class of claimants asserting claims against the Sellers, the Servicer, the Depositor and/or the Issuer. There is no assurance that such claims will not be asserted against the Sellers, the Servicer, the Depositor and/or the Issuer in the future. To the extent it is determined that the Loans were not originated in accordance with all applicable laws, the relevant Sellers may be obligated to repurchase from the Issuer and the Issuer Loan Trustee for the benefit of the Issuer any Loan that fails to comply with such legal requirements. There can be no assurance, however, that any Seller or the Performance Support Provider will have adequate resources to make such repurchases. See "*—OneMain's Financial Strength May Affect the Ability of the Servicer, the Sellers and Their Affiliates to Perform Their Obligations and the Ability of the Sellers to Originate New Loans*" and "*Certain Legal Aspects of the Loans — Consumer Protection Laws*" in this private placement memorandum.

Springleaf is also subject to potential enforcement, supervisions and other actions that may be brought by state attorneys general or other state enforcement authorities and other governmental agencies. Any such actions could subject Springleaf to civil money penalties, customer remediation and increased compliance costs, as well as damage to reputation and brand and could limit or prohibit Springleaf's ability to offer certain products and services or engage in certain business practices.

In July 2015, the Department of Defense issued a final rule amending the implementing regulations of the Military Lending Act (the "**MLA**"). The final rule expands specific protections provided to active-duty (including active Guard and Reserve duty) members of the military and certain family members (collectively, "**Covered Borrowers**") under the MLA and addresses a wider range of credit products than the previous MLA regulation. Under the final rule, Springleaf is subject to the limitations of the MLA, which places a 36% "all-in" annual percentage rate limitation on certain fees, charges, interest and credit and non-credit insurance premiums for non-purchase money loans made to Covered Borrowers. The final rule was effective October 1, 2015, and compliance was required starting on October 3, 2016. In order to determine whether a loan obligor is Covered Borrower, Springleaf reviews the credit report with respect to such loan obligor and, if the status is not noted therein, checks the Department of Defense database. Any Loan Agreement or other contract with a Covered Borrower that fails to comply with the MLA, as implemented by the final rule, or which contains one or more provisions prohibited under the MLA, as implemented by the final rule, is void from the inception of such Loan Agreement or other contract.

Additionally, Congress, the states and regulatory agencies could further regulate the consumer credit industry in ways that make it more difficult for the Servicer to collect payments on the Loans. Further, changes in the regulatory application or judicial interpretation of the laws and regulations applicable to financial institutions also could impact the manner in which Springleaf conducts its business. The regulatory environment in which financial institutions operate has become increasingly complex and robust, and following the financial crisis of 2008, supervisory efforts to apply relevant laws, regulations and policies have become more intense.

In the event that, as a result of any of the events described above, it were to become more difficult for the Sellers to originate or otherwise acquire personal loans, it could subject Noteholders to risks and losses of the nature described in "*—Yield Considerations/Prepayments*" in this private placement memorandum.

## **Litigation**

Due to the consumer-oriented nature of OneMain's industry and the application of certain laws and regulations, industry participants are periodically named as defendants in litigation alleging violations of federal and state laws and regulations and consumer law torts, including fraud. Many of these actions involve alleged violations of consumer protection laws. A significant judgment against OneMain in connection with any such litigation could have a material adverse effect on OneMain's financial condition, results of operations or ability to perform its obligations under the Transaction Documents.

## **The Repurchase and Indemnification Obligations of Sellers and the Servicer are Limited**

The Sellers and the Servicer have obligations arising from representations and warranties and certain other contractual obligations related to the sale or servicing of the Loans, including the obligation of the respective Sellers to repurchase Loans in certain limited circumstances, the obligation of the Servicer to service the Loans, the obligation of the initial Servicer to purchase Loans as a result of certain breaches by the initial Servicer of its covenants, representations and warranties and the obligation of the Sellers and the Servicer to provide indemnification under certain circumstances to the Issuer, the Issuer Loan Trustee, the Depositor and the Depositor Loan Trustee.

However, such obligations are not a guarantee of performance and do not protect the Issuer from all risks that could impact the performance of the Loans. Further, the representations and warranties with respect to the Loans are made as of the applicable Cut-Off Date and are not ongoing representations or warranties with respect to the eligibility of the Loans. While the Sellers are obligated to repurchase any Loan if there is a breach of an applicable representation and warranty regarding its eligibility (but only if such breach is not cured and materially and adversely affects the interest of the interests of the Noteholders in such Loan), there can be no assurance given that each representation and warranty was true when made or that any entity will fulfill its obligation to repurchase or will be financially in a position to fund its repurchase obligation.

In the event of any financial or other inability of any of the Sellers or the Servicer (or the Performance Support Provider on their behalf) or any Successor Servicer, to fulfill its obligations in respect of the Loans, payments on the Notes could be adversely affected. See "*The Sale and Servicing Agreement and the Back-up Servicing Agreement*," "*The Servicer and Performance Support Provider*," "*The Performance Support Agreement*" and "*The Sellers*" in this private placement memorandum.

## **The Rate of Depreciation of Vehicles and other Titled Assets Securing Certain Hard Secured Loans Could Exceed the Amortization of the Outstanding Principal Balance of such Loans, Which May Lead to Losses**

There can be no assurance that the value of any Titled Asset with respect to a Hard Secured Loan will be greater than the outstanding Loan Principal Balance of such Loan. Even if the value of the applicable Titled Asset is greater than the Loan Principal Balance of the related Hard Secured Loan at the time such Loan is issued, the rate of depreciation of the Titled Asset may exceed the rate at which such Loan amortizes, resulting in a reduction in the Loan Obligor's equity in the Titled Asset. The lack of any significant equity in their vehicles or other Titled Assets may make it more likely that those Loan Obligors will default in their payment obligations if their personal financial conditions change. Defaults during these earlier years are likely to result in losses because the proceeds of repossession of the vehicles and other Titled Assets securing Loans are less likely to pay the full amount of interest and principal owed on the related Loan. Loss severity tends to be greater with respect to Loans with higher loan-to-value ratios and with respect to Loans secured by new vehicles or other Titled Assets because of the higher rate of depreciation described above and the decline in the prices of used vehicles and other Titled Assets. Furthermore, specific makes, models and types of vehicles and other Titled Assets may experience a higher rate of depreciation and a greater than anticipated decline in used equipment prices under certain market conditions including, but not limited to, the discontinuation of a brand by a manufacturer or the termination of dealer franchises by a manufacturer.

The pricing of used vehicles and other Titled Assets is affected by the supply and demand for that equipment, which, in turn, is affected by consumer tastes, economic factors (including the price of fuel in many cases), the introduction and pricing of new models and other factors, including the impact of recalls or the discontinuation of models or brands. Decisions by a manufacturer with respect to new production, pricing and incentives may affect used equipment prices, particularly those for the same or similar models. Further, the insolvency of a manufacturer

may negatively affect used equipment prices for Titled Assets manufactured by that company. An increase in the supply or a decrease in the demand for used equipment may impact the resale value of the vehicles or other Titled Assets securing the Loans. Decreases in the value of those vehicles or other Title Assets may, in turn, reduce the incentive of Loan Obligor to make payments on the Loans and decrease the proceeds realized by the issuing entity from repossessions. In any of the foregoing cases, the delinquency and credit loss figures shown in the tables appearing under “*Springleaf Consumer Loan Business—Delinquency and Charge-off Experience*” in this private placement memorandum might be a less reliable indicator of the rates of delinquencies and losses that could occur on the Loans than would otherwise be the case.

### **There May be Limited, Insufficient or No Collateral Securing a Loan Obligor’s Obligations Under a Loan**

The respective Sellers, in connection with selling the Loans to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, have assigned or will assign to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, their rights under the applicable Loan Agreements (but none of the obligations), and certain other Purchased Assets including any security interest in collateral supporting repayment of a secured Loan, which the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, in turn, will assign to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer. The Issuer and the Issuer Loan Trustee for the benefit of the Issuer, in turn, have granted or will grant a security interest in its interest in such Loans, Loan Agreements and other Purchased Assets to the Indenture Trustee.

The Loans fall into two categories: Hard Secured Loans and Unsecured Loans. The Hard Secured Loans are secured by cars, trucks, other motor vehicles, recreational vehicles, boats and other similar hard assets for which, under applicable state law, a certificate of title is issued and any security interest therein is required to be perfected by notation on such certificate of title. Some Unsecured Loans are secured by furniture, appliances, other household goods and other personal property (subject to limitations imposed by applicable law on the taking of non-purchase money security interests in such items). Some Unsecured Loans are not secured by any collateral. In almost all instances, the collateral securing the Hard Secured Loans and the Unsecured Loans which are secured was not acquired with proceeds of those Loans in a manner that would give rise to a purchase money security interest. The security interest in the collateral securing Hard Secured Loans is typically a perfected first priority security interest effected by noting the lien on the corresponding certificate of title or by filing with the relevant state Governmental Authority. See “—*The Issuer’s Security Interest in the Collateral for the Hard Secured Loans Will Not Be Noted on the Certificates of Title, which May Cause Losses on the Notes*” in this private placement memorandum. The Seller’s security interest in the collateral securing an Unsecured Loan typically is not perfected and the Servicer generally does not foreclose on such collateral, as it is uneconomical to do so. As a consequence, the Issuer may not receive any proceeds in respect of such collateral to make payments in respect of the Notes. See “*Certain Legal Aspects of the Loans—Security Interests in Collateral Securing the Loans—Unsecured Loans*” in this private placement memorandum.

As of the Closing Date, in the case of Hard Secured Loans with an original principal balance of greater than \$1,000, the applicable Loan Obligor is generally required to maintain property insurance in respect of the related collateral in an amount equal to the lesser of the loan balance or the value of the collateral and to cause the applicable Seller to be named as a loss payee. In most cases, the personal loan borrower obtains the required property insurance from its own insurer, but if the borrower fails to do so, Springleaf may, though is not required to, purchase the insurance on a “lender-placed” basis and charge the associated premium (typically paid in advance to the insurer for twelve months of coverage) to the personal loan borrower by increasing the principal balance of the applicable personal loan. Such “lender-placed” insurance is typically purchased from an affiliate of Springleaf licensed to write property insurance (or from an unaffiliated insurer which is reinsured by a licensed affiliate of Springleaf). Such “lender-placed” insurance may be canceled at any time if the personal loan borrower provides evidence to Springleaf that other property insurance in respect of the collateral has been obtained. In the event that any such “lender-placed” insurance is canceled, the principal balance of the applicable personal loan would be reduced by an amount equal to the unearned premium with respect to such “lender-placed” insurance. If there is an insurance claim payment on titled collateral, the payment will typically be made payable, both in the case of insurance obtained by the personal loan borrower and insurance obtained by Springleaf on behalf of such personal loan obligor (i.e., “lender-placed” insurance) to Springleaf and the personal loan borrower jointly, and the proceeds will be applied (i) to repair the collateral if the cost of repairs is less than the lesser of the loan balance or the collateral value or (ii) otherwise, as a principal payment in respect of the applicable personal loan.

Despite the collateralization requirements described above, there can be no assurance that the value of the applicable collateral or the amount of any associated insurance will be sufficient to repay the principal balance of the applicable Loan. Frequently, even in the case of Hard Secured Loans, the principal balance of a Loan exceeds (and may substantially exceed) the value of the collateral securing such Loan. There may also be circumstances in which a Hard Secured Loan ceases to be collateralized as a consequence of loss or disposition of the applicable titled asset without either reduction of the principal balance of the Loan or replacement of the collateral. Moreover, if the security interest in collateral securing a Loan is unperfected for any reason, including a failure on the part of a Seller to perfect a security interest in a Titled Asset as described above, the security interest would be subordinate to, among others, a bankruptcy trustee of the Loan Obligor, a subsequent purchaser of the applicable collateral or a holder of a perfected security interest in the applicable collateral. As a consequence of any of the foregoing, increased losses on the Loans could occur and repayment of the Notes could be adversely affected. Investors should not rely on the proceeds from the disposition of any such collateral as a significant source of funds to make payments on the Notes.

### **Recovery under Collateral Protection Insurance for Collateral Securing Hard Secured Loans May Not Be Available or May be Inadequate**

While the Credit and Collection Policy as of the Closing Date mandates that Springleaf contractually require Loan Obligors in respect of Hard Secured Loans with an original principal balance of greater than \$1,000 to maintain collateral protection insurance in respect of the titled assets securing such Loan, through inadvertence or otherwise such insurance may not be in full force and effect at the time a loss purported to be covered occurs. In addition, a Loan Obligor may fail to comply with the requirement to maintain insurance. Springleaf does not monitor whether a Loan Obligor maintains collateral protection insurance unless the Loan Principal Balance of the Loan is at least \$6,000.

The Servicer may, though it is not required to, “lender-place” collision and comprehensive insurance on a titled asset if the Loan Obligor fails to maintain such insurance. In the event of such “lender-placement,” the premium is paid (typically in advance to the insurer for twelve months of coverage) by the Servicer or a Subservicer, and the balance of the Loan is increased by the amount of such payment, bearing interest at the rate applicable to the Loan. Such “lender-placed” premium amounts generally represent less than 0.1% of the aggregate principal balance of Springleaf’s personal loan portfolio. The Loan Pool may have a different percentage of aggregate principal balance attributable to such “lender-placed” premium amounts and such percentage may increase or decrease after the Initial Cut-Off Date. The incremental principal balance of the Loan resulting from the premium amount is typically collected from the Loan Obligor over a period of ten months by way of an increase in the Loan Obligor’s monthly payment. If the “lender-placed” insurance is terminated early for any reason (e.g., because the Loan is paid in full or the Loan Obligor purchases replacement insurance), any associated refund for unearned premium received from the applicable insurer is paid to the Servicer and applied as Collections. However, there can be no assurance that such insurer will be able to make such payments. See “*Underwriting Standards—Collateral Protection Insurance*” in this private placement memorandum.

In light of the foregoing, there can be no assurance that each titled asset will continue to be covered by collateral protection insurance whether obtained by the Loan Obligor or obtained by the applicable Seller or the Servicer during the entire term during which the related Hard Secured Loan is outstanding. Consequently, recoveries may be limited in the event of losses or casualties to Titled Assets, and Noteholders could suffer a loss on their investment.

### **Interests of other Persons in the Insurance Policies Related to the Loans Could be Superior to the Issuer’s or the Indenture Trustee’s Interest, which May Result in Reduced Payments on the Notes**

Under the terms of the Loan Purchase Agreement, the Sale and Servicing Agreement and the Indenture, the respective Sellers have assigned their rights, if any, in credit and collateral protection insurance policies related to the Loans to the Depositor, which rights the Depositor, in turn, has conveyed to the Issuer, and the Issuer has pledged to the Indenture Trustee for the benefit of the Noteholders. None of the Sellers, the Servicer, the Depositor or the Issuer will take any action to perfect the Issuer’s or the Indenture Trustee’s rights in proceeds of any insurance policies covering particular items of collateral securing the Loans or any credit insurance policies, nor will the Issuer or the Indenture Trustee be identified as a named insured or loss payee in any applicable insurance policy or certificate. Therefore, the rights of a third party with an interest in these proceeds could prevail against the rights of the Issuer or the Indenture Trustee prior to the time the Servicer deposits the proceeds of such insurance into a Note Account.



## **The Issuer's Security Interest in the Collateral for the Hard Secured Loans Will Not Be Noted on the Certificates of Title, which May Cause Losses on the Notes**

In connection with each sale of any Hard Secured Loan to the Depositor, the applicable Seller will assign its security interests in the related titled asset to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, who will further assign them to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer. Finally, the Issuer and the Issuer Loan Trustee for the benefit of the Issuer will pledge its interest in the titled assets as collateral for the Notes. The lien certificates or certificates of title relating to the titled assets will not be amended or reissued to identify the Issuer, the Issuer Loan Trustee for the benefit of the Issuer, the Depositor, the Depositor Loan Trustee for the benefit of the Depositor or the Indenture Trustee as the new secured party. In the absence of such an amendment or reissuance, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer, the Depositor, the Depositor Loan Trustee for the benefit of the Depositor or the Indenture Trustee may not have a perfected security interest in the titled assets securing the Loans in some states. As a consequence, if the Issuer (or the Servicer on its behalf) elects to attempt to repossess the related titled asset, it might not be able to realize any liquidation proceeds on the titled asset and, as a result, Noteholders may suffer a loss on their investment in the Notes.

## **Interests of Other Persons in the Collateral for Hard Secured Loans and Insurance Proceeds Could Be Senior to the Issuer's Interest, which May Result in Reduced Payments on the Notes**

The Seller may not have a first priority perfected security interest in the titled asset security for a Hard Secured Loan. Additionally, even if the Seller has such a first priority perfected security interest, and such interest is conveyed to the Issuer, the Issuer could lose the priority of its security interest in the titled asset security for a Hard Secured Loan due to, among other things, liens for repairs or storage of the titled asset or for unpaid taxes of a Loan Obligor. None of the Seller, the Servicer, or any other person will have any obligation to purchase or repurchase a Loan for any such failure to convey a first priority perfected security interest in the titled asset security for a Hard Secured Loan to the Depositor or any such loss of the priority of the security interest in any security for a Hard Secured Loan after the Loan is sold to the Depositor. Therefore, the rights of a third party with an interest in the proceeds could prevail against the rights of the Issuer prior to the time the proceeds are deposited by the Servicer into an account controlled by the Indenture Trustee for the Notes.

## **Yield Considerations/Prepayments**

The yield to investors in the Notes will be sensitive to the rate and timing of principal payments thereon and the ability of the Issuer to apply Collections in order to purchase new Loans.

The Loans may be prepaid, in whole or in part, at any time without penalty, including as a result of Renewals that may occur during the amortization period. The rate and timing of prepayment on the Loans, including the rate of Renewals during the amortization period, may be influenced by a variety of economic, social and other factors. The rate of prepayment on the Loans may be influenced by the nature of the Loan Obligors, servicing decisions and the number of Renewals. In addition, the Sellers are obligated to repurchase Loans as a result of certain breaches of representations and warranties as to the characteristics of the Loans as of the applicable Cut-Off Date, and under certain circumstances the initial Servicer is obligated to purchase Loans pursuant to the Sale and Servicing Agreement as a result of certain breaches of representations, warranties or covenants by the Servicer. The Loans may also be renewed, repurchased by the Depositor, reassigned to the Depositor and the Depositor may exchange Loans for other Loans with longer or shorter terms to maturity. See "*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*" in this private placement memorandum.

Investors are urged to consider that the yield to maturity of the Notes purchased at a discount or premium will be more sensitive to the rate and timing of payments of principal thereon. Noteholders should consider, in the case of any such Notes purchased at a discount, the risk that a slower than anticipated rate of principal payments could result in an actual yield that is lower than the anticipated yield, and, in the case of any such Notes purchased at a premium, the risk that a faster than anticipated rate of principal payments could result in an actual yield that is lower than the anticipated yield. The Noteholders will bear all the reinvestment risks relating to prepayments on the Loans and resulting from distributions of principal on the Notes. These reinvestment risks include the possibility that the Noteholders may not be able to reinvest distributions of principal in alternative comparable investments having similar

yields. No representation is made as to the anticipated rate of prepayments of, rate and timing of losses on or repurchases of the Loans, the occurrence of an Event of Default or Early Amortization Event or the resulting yield to maturity of the Notes.

### **Book-Entry Registration of the Notes May Reduce Their Liquidity**

The Notes of all Classes initially will be represented by one or more Global Notes registered in the name of Cede & Co. (“**Cede**”) as a nominee of DTC and will not be registered in the names of the owners of the beneficial interests of such Notes (“**Beneficial Owners**”) or their nominees. Issuance of the Notes as Global Notes may reduce the liquidity of such Notes in the secondary trading market since investors may be unwilling to purchase Notes for which they cannot obtain definitive physical securities representing such investors’ interests, except in certain circumstances described under “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

Since transactions in Notes represented by Global Notes will be effected only through DTC, direct or indirect participants in DTC’s book-entry system or certain banks, the ability of a Beneficial Owner to pledge its interest in the Notes to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Notes, may be limited due to lack of a physical security representing such Beneficial Owner’s interest in such Notes.

Additionally, owners of the Notes may experience some delay in their receipt of distributions of interest on and principal of the Global Notes since distributions may be required to be forwarded by the Indenture Trustee to DTC and, in such case, DTC will be required to credit such distributions to the accounts of its participants which thereafter will be required to credit them to the accounts of the applicable Beneficial Owners either directly or indirectly through indirect participants. See “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

### **The Loans Are Generally Obligations of Sub-Prime Obligor and Will Likely Have Higher Default Rates than a Pool of Loans Constituting Primarily Obligations of Prime Obligor**

The Loans are generally obligations of “sub-prime” obligors who do not qualify for, or have difficulty qualifying for, credit from traditional sources of consumer credit as a result of, among other things, moderate income, limited assets, other adverse income characteristics and/or a limited credit history or an impaired credit record, which may include a history of irregular employment, previous bankruptcy filings, repossessions of property, charged-off loans and/or garnishment of wages.

The average interest rate charged to such “sub-prime” obligors generally is higher than that charged by commercial banks and other institutions providing traditional sources of consumer credit. These traditional sources of consumer credit typically impose more stringent credit requirements than the personal loan products provided by Springleaf. As a result of the credit profile of the Loan Obligor and the interest rates on the Loans, the historical delinquency and default experience on the Loans will likely be higher (and may be significantly higher) than those experienced by financial products arising from traditional sources of consumer credit. Additionally, delinquency and default experience on the Loans is likely to be more sensitive to changes in the economic climate in the areas in which the Loan Obligor of such Loans reside. See “*—Geographic Concentration May Increase Risk of Loss*” in this private placement memorandum. Investors are urged to consider the credit quality of the Loans when analyzing an investment in the Notes.

### **Additional Servicing Risks**

The Servicer contacts customers with delinquent loan balances soon after the loan becomes delinquent. During periods of increased delinquencies it is important that the Servicer is proactive in dealing with credit customers rather than simply allowing a Loan to become charged-off. Historically, when collection efforts begin at an earlier stage of delinquency, there is a greater likelihood that the applicable personal loan will not be charged off. However, there is no assurance that such historical trend will continue.

During periods of increased delinquencies, it becomes extremely important that the Servicer is properly staffed and trained to take appropriate action in an effort to bring the delinquent balance current and ultimately avoid the Loan becoming charged-off. If the Servicer is unable to attract and retain qualified credit and collection personnel, and maintain workloads for its collections personnel at a manageable level, it could result in increased delinquencies and charge-offs on the Loans.

### **No Assurances can be made that a State Regulator will Approve the Transaction Structure and the Issuer's and the Depositor's Lack of Licensing**

Each of the Servicer and each Seller is licensed in each state where such entity services or originates personal loans, as applicable. Neither the Depositor nor the Issuer is licensed to hold or service loans in any state. The transaction structure described in this private placement memorandum presumes that a state regulator either will conclude that no licensing in respect of the Depositor's or the Issuer's ownership of the Loans is required or accept the Depositor Loan Trustee and the Issuer Loan Trustee as the owner of the Loans which are beneficially owned by the Depositor and the Issuer, respectively, as described in this private placement memorandum. State regulators may, however, take a different view and require licensing of additional transaction parties and no assurance can be given in that regard.

If a regulator were to adopt the view that licensing of additional transaction parties was or will be required, this would result in administrative burden, cost and, potentially, penalties. The penalties for failure to obtain requisite licenses vary from jurisdiction to jurisdiction, but if a regulator were to assess monetary penalties and/or require licensing for the Issuer and/or the Depositor, then delays in payments on the Notes could occur and/or the ability of the Issuer to make payments on the Notes could be adversely affected.

### **Vulnerability of Information Technology Infrastructure**

The Servicer uses management information systems to manage their credit portfolio, including management of collections and, Springleaf uses such management information systems to manage and maintain control of electronic contracts. These systems are subject to damage or interruption from:

- Power loss, computer systems failures and Internet, telecommunications or data network failures;
- Operator negligence or improper operation by, or supervision of, employees;
- Physical and electronic loss of data or security breaches, misappropriation and similar events;
- Computer viruses;
- Cyberterrorism;
- Intentional acts of vandalism and similar events; and
- Hurricanes, fires, floods and other natural disasters.

In addition, the software that the Servicer has developed for its use in daily operations may contain undetected errors that could cause the information network to fail. Any failure of the Servicer's systems due to any of these causes, if it is not supported by the Servicer's disaster recovery plan, could cause an interruption in operations and result in reduced collections of the Loans. Though the Servicer has implemented contingency and disaster recovery processes in the event of one or several technology failures, any unforeseen failure, interruption or compromise of these systems or security measures could affect its collection of the Loans. The risk of possible failures or interruptions may not be adequately addressed, and such failures or interruptions could occur.

## **Risks Associated With the Investment Company Act**

The Issuer has not registered with the SEC as an investment company pursuant to the United States Investment Company Act. Neither the Issuer nor the pool of Loans and other collateral have been registered as an investment company under the Investment Company Act in reliance on the exception provided under Rule 3a-7 thereof. Counsel for the Issuer will opine, in connection with the initial sale of the Notes by the Issuer, that the Issuer is not required to be registered on the Closing Date as an investment company under the Investment Company Act. No opinion or no-action position has been requested of the SEC.

If the SEC or a court of competent jurisdiction were to find that the Issuer is in violation of the Investment Company Act having failed to register as an investment company thereunder, possible consequences include, but are not limited to, the following: (i) the SEC could apply to a district court to enjoin the violation; (ii) investors in the Issuer could sue the Issuer and recover any damages caused by the violation; and (iii) any contract to which the Issuer is party that is made in, or whose performance involves a violation of the Investment Company Act would be unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than nonenforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the Issuer be subjected to any or all of the foregoing, the Issuer would be materially and adversely affected, and losses to Noteholders of Notes could occur.

## **Financial Regulatory Reform**

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Dodd-Frank Act**”) was signed into law on July 21, 2010. Although the Dodd-Frank Act generally took effect on July 22, 2010, some provisions are taking effect as implementing regulations are issued and finalized. The Dodd-Frank Act is extensive and significant legislation that, among other things:

- created a framework for the liquidation of certain bank holding companies and other nonbank financial companies, defined as “covered financial companies”, in the event such a company is in default or in danger of default and the resolution of such a company under other applicable law would have serious adverse effects on financial stability in the United States, and also for the liquidation of certain of their respective subsidiaries, defined as “covered subsidiaries”, in the event such a subsidiary is, among other things, in default or in danger of default and the liquidation of such subsidiary would avoid or mitigate serious adverse effects on the financial stability or economic conditions of the United States;
- created a new framework for the regulation of over-the-counter derivatives activities;
- strengthened the regulatory oversight of securities and capital markets activities by the SEC; and
- created the Consumer Financial Protection Bureau (the “**CFPB**”), an agency responsible for administering and enforcing the laws and regulations for consumer financial products and services.

The Dodd-Frank Act impacts the offering, marketing and regulation of consumer financial products and services offered by financial institutions, which could include the Sellers, the Servicer, the Depositor and their Affiliates, including the Issuer. The CFPB will have supervision, examination and enforcement authority over the consumer financial products and services offered by certain non-depository institutions and large insured depository institutions. The CFPB also has broad rulemaking and enforcement authority over providers of credit, savings and payment services and products and authority to prevent “unfair, deceptive or abusive” practices. The CFPB has the authority to write regulations under federal consumer financial protection laws, and to enforce those laws against and examine large financial institutions for compliance.

For example, the Dodd-Frank Act gives the CFPB supervisory authority over entities that are designated as “larger participants” in certain financial services markets, including consumer installment loans and related products. While the CFPB has not yet promulgated regulations that designate “larger participants” for all segments of the consumer finance company business, it has issued a final rule, effective August 31, 2015, expanding its authority to larger participants in the automobile financing market. Under the definitions included in the final rule, the Servicer is

considered a larger participant and is therefore subject to the supervision and examination authority of the CFPB for that segment of its business. If Springleaf is designated as a “larger participant” for other segments of the consumer finance market, its business could become more broadly subject to CFPB supervision and examination.

The CFPB is also authorized to collect fines and provide consumer restitution in the event of violations, engage in consumer financial education, track consumer complaints, request data and promote the availability of financial services to underserved consumers and communities. Depending on how the CFPB functions and its areas of focus, it could increase the compliance costs for Springleaf, potentially delay Springleaf’s ability to respond to marketplace changes, result in requirements to alter products and services that would make them less attractive to consumers and impair the ability of Springleaf to offer products and services profitably. The CFPB is authorized to pursue administrative proceedings or litigation for violations of federal consumer financial laws. In these proceedings, the CFPB can obtain cease and desist orders (which can include orders for restitution or rescission of contracts, as well as other kinds of affirmative relief) and monetary penalties ranging from \$5,526 per day for minor violations of federal consumer financial laws (including the CFPB’s own rules) to \$27,631 per day for reckless violations and \$1,105,241 per day for knowing violations. Also, where a company has violated Title X of the Dodd-Frank Act or CFPB regulations under Title X, the Dodd-Frank Act empowers state attorneys general and state regulators to bring civil actions for the kind of cease and desist orders available to the CFPB.

The Dodd-Frank Act also increases the regulation of the securitization markets. For example, it requires securitizers or originators to retain an economic interest in a portion of the credit risk for any asset that they securitize or originate. It also gives broader powers to the SEC to regulate credit rating agencies and adopt regulations governing these organizations and their activities.

Compliance with the implementing regulations under the Dodd-Frank Act or the oversight of the SEC or CFPB may impose costs on, create operational constraints for, or place limits on pricing with respect to finance companies such as Springleaf. Some of the regulations required by the Dodd-Frank Act have not been finalized. Until all of the implementing regulations are issued, no assurance can be given that these new requirements imposed by the Dodd-Frank Act will not have a significant impact on marketability of asset-backed securities such as the Notes, the secondary market for such securities, the servicing of the Loans, and the operating results, the regulation and supervision of Springleaf.

Although the expectation is that the liquidation framework described above will be invoked on rare occasions and only involving the largest financial companies, no assurances can be given that the liquidation framework for the resolution of “covered financial companies” or their “covered subsidiaries” would not apply to the Sellers, the Servicer, the Performance Support Provider, the Depositor and their Affiliates, including the Issuer, or, if it were to apply, would not result in a repudiation of any of the Transaction Documents where further performance is required or an automatic stay or similar power preventing the Indenture Trustee or other transaction parties from exercising their rights. This repudiation power could also affect the transfer of the Loans. Application of this framework could materially and adversely affect the timing and amount of payments of principal and interest on the Notes.

### **The Application of the Servicemembers Civil Relief Act and the Military Lending Act May Lead to Delays in Payment or Losses on the Notes.**

Generally, under the terms of the Servicemembers Civil Relief Act and similar state legislation, a lender may not charge an obligor who enters military service after the origination of the related receivable, including fees and charges, above an annual rate of 6% during the period of the obligor’s active duty status, and in certain circumstances, after the Loan Obligor’s period of active duty, unless a court orders otherwise upon application of the lender. As of the date of this private placement memorandum, Springleaf honors the reduced interest rate of 6% for the remainder of the loan term. With respect to a Loan with a Loan Obligor who enters active military duty after the origination of such Loan, this legislation could adversely affect the ability of the Servicer to collect full amounts of interest on such Loan. In addition, this legislation imposes limitations that could impair the Servicer’s ability to repossess a vehicle related to a Loan during any Loan Obligor’s period of active duty status and for one (1) year after the Loan Obligor’s period of active duty or obtain a judgment against a Loan Obligor in a collection action filed against the Loan Obligor commenced during the Loan Obligor’s period of active duty status and for ninety (90) days thereafter. Thus, in the event that a Loan Obligor who enters military service after origination of such Loan defaults on his or her obligations,

there may be delays and losses in payments to holders of the Notes. See “*Certain Legal Aspects of the Loans—Servicemembers Civil Relief Act*” in this private placement memorandum.

Regulations from the Department of Defense expand the applicability of the Military Lending Act. The MLA applies to Springleaf’s current loan products (other than purchase money loans) originated or renewed on or after October 3, 2016 with Covered Borrowers. The expanded MLA requirements include, but are not limited to, additional disclosures, capping interest rates and fees, prohibiting non-purchase money auto-secured loans and making arbitration agreements with Covered Borrowers unenforceable. In the event that an arbitration agreement with a Covered Borrower were unenforceable, the class action waiver contained therein would also be unenforceable, increasing the risk that there would be class action litigation brought by Covered Borrowers as well as demands for jury trials. A Loan Agreement that fails to comply with the MLA as implemented by the regulations or which contains one or more provisions prohibited under the MLA as implemented by the regulations is void from the inception of the Loan Agreement. Implementing the expanded requirements may result in decreases in Collections on the Loans and increases in losses on the Notes.

### **OneMain’s Financial Strength May Affect the Ability of the Servicer, the Sellers and Their Affiliates to Perform Their Obligations and the Ability of the Sellers to Originate New Loans**

Each of the Sellers, other than OMCLI, is a wholly-owned subsidiary of SFC. OMCLI is a wholly-owned subsidiary of SFI. SFC serves as the Servicer of the Loans and the Performance Support Provider pursuant to the Performance Support Agreement of (i) the Sellers’ obligations under the Loan Purchase Agreement, (ii) at any time the Administrator is an Affiliate of SFC, the Administrator’s obligations under the Transaction Documents and, (iii) at any time the Servicer is an Affiliate of SFC, the Servicer’s obligations under the Sale and Servicing Agreement. As such, SFC’s financial condition could adversely affect, among other things, (a) a Seller’s ability to repurchase a Loan as required under the Loan Purchase Agreement, (b) the Servicer’s ability to repurchase a Loan required to be repurchased by it under the Sale and Servicing Agreement, (c) SFC’s ability to effectively service the Loans pursuant to the terms of the Sale and Servicing Agreement or guarantee a Seller’s repurchase obligations under the Loan Purchase Agreement, (d) the ability of the Sellers to originate or otherwise acquire new personal loans to be sold under the Loan Purchase Agreement and (e) the ability of its Affiliates to make payments in respect of credit insurance provided by such Affiliates in respect of the Loans or collateral protection insurance relating to the collateral securing the Loans.

As a result of the announcement on March 3, 2015 relating to the proposed acquisition by OneMain Holdings, Inc. (“**OMH**”) of OneMain Financial Holdings, Inc. (now, OneMain Financial Holdings, LLC) from CitiFinancial Credit Company, each of Moody’s, S&P and Fitch changed SFC’s ratings from a stable outlook to a negative watch.

On November 13, 2015, S&P affirmed its long-term corporate debt rating of “B”. On November 16, 2015, Moody’s and Fitch downgraded SFC’s long-term corporate debt rating from “B2” to “B3” and “B” to “B-”, respectively, with both assigning stable ratings outlooks.

On November 14, 2016, Moody’s affirmed OMH’s “B3” corporate family rating and SFC’s “B3” senior unsecured rating. On May 4, 2017, Moody’s upgraded OMH’s “B3” corporate family rating to “B2” and SFC’s “B3” senior unsecured rating to “B2,” in each case with positive outlook.

In order to meet SFC’s debt obligations in 2017 and beyond, SFC intends to pursue a number of options, including additional secured and unsecured debt financings, particularly new securitizations, revolving credit facilities, debt refinancing transactions, debt exchanges, portfolio sales, or a combination of the foregoing.

However, there can be no assurance that SFC would be able to take any of these actions, that these actions would be successful even if undertaken, that these actions would permit SFC to meet its scheduled debt obligations, or that these actions would be permitted under the terms of SFC’s existing or future debt agreements. In the absence of sufficient cash resources, SFC could face substantial liquidity problems and might be required to dispose of material assets or operations to meet its debt and other obligations.

Further, SFC's ability to refinance its debt on attractive terms or at all, as well as the timing of any refinancings, depends upon a number of factors over which SFC may have little or no control, including general economic conditions, such as unemployment levels, housing markets and interest rates, disruptions in the financial markets, the market's view of the quality, value, and liquidity of its assets, its current and potential future earnings and cash flows, and its credit ratings. In addition, any financing, particularly any securitization, that is reviewed by a rating agency is subject to the rating agency's view of the quality and value of any assets supporting such financing, its processes to generate cash flows from, and monitor the status of, such assets, and changes in the methodology used by the rating agencies to review and rate the applicable financing. This process may require significant time and effort to complete and may not result in a favorable rating or any rating at all, which could reduce the effectiveness of such financing or render it unexecutable.

SFC's most recently filed annual report on Form 10-K and SFC's most recently filed quarterly report on Form 10-Q contains discussion of the risks related to SFC's liquidity position and SFC's ability to meet its continuing obligations. Such filings may be obtained at the website maintained by the SEC at [www.sec.gov](http://www.sec.gov). SFC's central index key number with the SEC is 0000025598. If the outcome of one or more of SFC's plans to address its liquidity issues is materially different than expected or one or more of SFC's significant judgments or estimates about the potential effects of risks and uncertainties identified in the Form 10-K or Form 10-Q proves to be materially incorrect and if third-party financing is not available, SFC's liquidity could be substantially and materially affected, and as a result, substantial doubt could exist about SFC's ability to continue as a going concern.

### **The Risks Associated with Any Acquisitions by OneMain May Affect the Ability of the Servicer and the Performance Support Provider and Their Affiliates to Perform Their Obligations and the Ability of the Sellers to Originate New Loans**

OneMain regularly considers strategic acquisitions and has been involved in transactions of various magnitudes involving a variety of forms of consideration and financing. The purchase price for possible acquisitions could be financed through the issuance of equity or debt securities, bank borrowings, securitizations or a combination thereof. OneMain cannot predict if any such acquisitions will be consummated or, if consummated, will result in a financial or other benefit to OneMain.

On November 15, 2015, OMH completed its acquisition of OneMain Financial Holdings, Inc. (now known as OneMain Financial Holdings, LLC) ("OMFH") from CitiFinancial Credit Company, a wholly-owned subsidiary of Citigroup Inc., an all-cash transaction (the "OneMain Acquisition") pursuant to a Stock Purchase Agreement. A copy of the press release announcing the OneMain Acquisition and a copy of the Stock Purchase Agreement entered into between OMH and CitiFinancial Credit Company were filed by OMH with the Securities and Exchange Commission on Form 8-K on March 3, 2015. A copy of the press release announcing the completion of the OneMain Acquisition was filed by OMH with the SEC on Form 8-K on November 17, 2015, as amended by the Form 8-K/A filed on January 29, 2016. These filings are available on the SEC's Internet site (<http://www.sec.gov>).

Integration issues have occurred with respect to the OneMain Acquisition and may occur in the future in connection with any acquisition that may be consummated in the future. OneMain may fail to realize some or all of the anticipated benefits of the transaction if the integration process takes longer, or is more costly, than expected. OneMain's failure to meet the challenges involved in successfully integrating any such acquisition with its current business or otherwise to realize any of the anticipated benefits of the transaction, could impair their respective operations. In addition, OneMain anticipates that any integration will be a complex, time-consuming and expensive process that, without proper planning and effective and timely implementation, could significantly disrupt its business.

Potential difficulties OneMain may encounter during the integration process for future acquisitions include, but are not limited to, the following:

- the integration of the assets acquired into its information technology platforms and servicing systems;
- the quality of servicing during any interim servicing period;
- the integration of underwriting and servicing policies;

- the integration of the financial reporting and internal control systems;
- the disruption to OneMain's ongoing businesses and distraction of its management teams from ongoing business concerns;
- the requirements of various federal, state and local regulatory authorities;
- the retention of existing customers and contract counterparties;
- the creation of uniform standards, controls, procedures, policies and information systems;
- the occurrence of unanticipated expenses; and
- potential unknown liabilities associated with acquired assets or an unexpected increase in assumed liabilities, including legal liability related to origination and servicing of acquired assets prior to the acquisition.

The anticipated benefits and synergies from any acquisition assume a successful integration, and are or will be based on projections, which are inherently uncertain, as well as other assumptions. Even if integration is successful, anticipated benefits and synergies may not be achieved.

Difficulties experienced in connection with the OneMain Acquisition or any other future acquisitions could adversely affect OneMain's financial condition which, in turn, may affect the ability of the Servicer, the Sellers and the Performance Support Provider and their affiliates to perform their respective obligations under the Transaction Documents and the ability of the Sellers to originate new loans. For more information regarding the impact of the OneMain Acquisition, see "Outlook" in Part I, Item 2 of OMH's Quarterly Report on Form 10-Q for the period ended September 30, 2016 (the "**OMH 10-Q**"), filed with the SEC on November 8, 2016, and "Risk Factors" in Part II, Item 1A of the OMH 10-Q.

**If SFC's estimates of finance receivable losses are not adequate to absorb actual losses, SFC's provision for finance receivable losses would increase, which would adversely affect SFC's results of operations.**

SFC maintains an allowance for finance receivable losses. To estimate the appropriate level of allowance for finance receivable losses, SFC considers known and relevant internal and external factors that affect finance receivable collectability, including the total amount of finance receivables outstanding, historical finance receivable charge-offs, SFC's current collection patterns, and economic trends. SFC's methodology for establishing its allowance for finance receivable losses is based on the guidance in ASC 450, *Contingencies* and, in part, on SFC's historic loss experience. If customer behavior changes as a result of economic conditions and if SFC is unable to predict how the unemployment rate, housing foreclosures, and general economic uncertainty may affect SFC's allowance for finance receivable losses, SFC's provision may be inadequate. SFC's allowance for finance receivable losses is an estimate, and if actual finance receivable losses are materially greater than SFC's allowance for finance receivable losses, SFC's results of operations could be adversely affected. Neither state regulators nor federal regulators regulate SFC's allowance for finance receivable losses.

In June of 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses: Measurement of Credit Losses on Financial Instruments*. The ASU significantly changes the way that entities will be required to measure credit losses. The new standard requires that the estimated credit loss be based upon an "expected credit loss" rather than the "incurred loss" approach currently required. The new approach will require entities to measure all expected credit losses for financial assets based on historical experience, current conditions, and reasonable forecasts of collectability. It is anticipated that the expected credit loss model will require earlier recognition of credit losses than incurred loss approach. The ASU requires that credit losses for purchased financial assets with a more-than-insignificant amount of credit deterioration since origination that are measured at amortized cost basis be determined in a similar manner to other financial assets measured at amortized cost basis; however, the initial allowance for credit losses is added to the purchase price of the financial asset rather than being reported as a credit loss expense. Subsequent changes in the allowance for credit losses are recorded in earnings. Interest income should be recognized



based on the effective rate, excluding the discount embedded in the purchase price attributable to expected credit losses at acquisition. The ASU also requires companies to record allowances for held-to-maturity and available-for-sale debt securities rather than write-downs of such assets. In addition, the ASU requires qualitative and quantitative disclosures that provide information about the allowance and the significant factors that influenced management's estimate of the allowance. The ASU will become effective for SFC for fiscal years beginning January 1, 2020. Early adoption is permitted for fiscal years beginning January 1, 2019. SFC believes the adoption of this ASU will have a material effect on SFC's consolidated financial statements and SFC is in the process of quantifying the expected impacts.

### **Inability to Sustain Origination of Loans May Result in Risks to Noteholders**

There can be no assurance that the Sellers will continue to originate or otherwise acquire personal loans that are eligible to be sold to the Depositor or that the Issuer will have sufficient assets to acquire Additional Loans, in each case after the Closing Date. Additionally, the Sellers are not under any obligation to sell any personal loans that are originated or otherwise acquired to the Depositor. If the Issuer is unable to acquire Additional Loans, it may result in there being less excess spread available to the Notes which could adversely affect the Issuer's ability to make timely payments to the Noteholders. Moreover, in the event that the Issuer is unable to acquire new Loans with Collections, it may increase the likelihood that an Event of Default (such as a failure to pay interest on the Class A Notes) or Early Amortization Event (for example due to the continuance of a Reinvestment Criteria Event) will occur, in which case the Noteholders will receive principal distributions earlier than otherwise expected. See "*—Yield Considerations/Prepayments*" in this private placement memorandum.

There are a number of factors that could adversely affect the rate at which the Sellers are able to originate or otherwise acquire additional personal loans, including: competition, changes in consumer tastes, an inability of the Sellers to effectively market their products to consumers in a cost effective manner, an inability to retain key management personnel and attract and retain qualified sales, an increasing interest rate environment or inflationary environment and availability to consumers of alternative sources of credit, as well as other factors. See "*—Consumer Protection Laws and Contractual Restrictions*" and see "*—OneMain's Financial Strength May Affect the Ability of the Servicer, the Sellers and Their Affiliates to Perform Their Obligations and the Ability of the Sellers to Originate New Loans*" in this private placement memorandum.

### **Replacement of the Servicer, Inability to Replace the Servicer or Inability of the Sellers to Assist in Servicing the Loans Could Result in Reduced Payments on the Notes**

The Issuer's receipt of Collections in respect of the Loans (the primary source from which the Issuer pays amounts in respect of the Notes) will depend on the skill and diligence of the Servicer in making collections. If the Servicer fails to make collections adequately for any reason, then payments to the Issuer in respect of the Loans may be delayed or reduced. In that event, it is likely that delays or reductions in the amounts distributed on the Notes would result. As described under "*The Back-up Servicer*," "*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing of Loans*" and "*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Rights Upon Servicer Default*" in this private placement memorandum, following a Servicer Default, at the direction of holders of the Required Noteholders, the Back-up Servicer will be obligated to serve as the Successor Servicer.

It is likely that the termination of the initial Servicer and the transfer of the rights, duties and obligations of the Servicer under the Sale and Servicing Agreement to the Back-up Servicer or other Successor Servicer would adversely affect the servicing of the Loans. For example, transfers of servicing involve the risk of disruption in collections due to data input errors, misapplied or misdirected payments, system incompatibilities and other reasons. Because the Loan Obligor generally are "sub-prime", the Loans likely are more sensitive to any such disruptions than personal loans owing from "prime" loan obligors. Moreover, the transfer of servicing from the initial Servicer to the Back-up Servicer could result in significant changes in the manner in which the Loans are serviced. For example, there is a strong possibility that the Back-up Servicer would apply its own credit and collection policies in servicing the Loans rather than servicing in accordance with Springleaf's credit and collection policy. Additionally, the Back-up Servicer may elect to centralize some or all of the servicing of the Loans. See "*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Assumption of Servicing by the Back-up Servicer*" in this private placement memorandum.

The Servicer expects to primarily effectuate its obligations as Servicer under the Sale and Servicing Agreement by delegating its servicing obligations to the Sellers or other Subservicers who will subservice the Loans through their respective branches or at a central location. Because a portion of the servicing of the Loans is conducted by some Sellers through their various branches, the ability of the Back-up Servicer to service the Loans may be dependent, in significant part, on the participation of the Sellers. See “—*Ability to Make In-Branch Payments and any Future Inability to Make In-Branch Payments May Result in Additional Risks to Noteholders*,” “*Servicing Standards*” and “*The Sale and Servicing Agreement and the Back-up Servicing Agreement*” in this private placement memorandum. Moreover, many of the Loan Obligors are “sub-prime” or “non-prime” and therefore require “high touch” servicing which is facilitated by Springleaf’s branch network. Springleaf believes that the credit performance of the Loans depends in part on the geographical proximity of these branches to the Loan Obligors and the personalized servicing provided to such Loan Obligors at these branches. To the extent servicing is centralized, the benefits of this geographical proximity may no longer be realized

In the event that the initial Servicer is terminated, the Subservicers may or may not continue acting in such capacity for the Back-up Servicer or any other Successor Servicer. Moreover, (i) the financial wherewithal of Springleaf at the time of such termination may adversely affect the ability of such entities to continue to subservice the Loans in the same manner as they had prior to the servicing transition and (ii) the Back-up Servicer may elect to increase centralization of servicing with respect to some or all of the Loans. Any resulting servicing disruptions or changes could result in higher delinquencies and defaults on the Loans, which in turn could adversely affect the repayment of the Notes. Investors should note that the historical performance of the Loans during the time period in which the initial Servicer serviced such Loans may not be consistent with the performance of the Loans if they are serviced by a different servicer, if one or more Subservicers cease to act in that capacity or if the Loans are serviced in the manner in which the Back-up Servicer is required to service the Loans.

Additionally, in the event of the Servicer’s bankruptcy, even if the Required Noteholders direct that the Servicer be terminated, the Back-up Servicer and the Depositor may face delays in terminating, or may be unable to terminate, the Servicer as the termination right in the Sale and Servicing Agreement upon a Servicer Default relating to insolvency generally is subject to the bankruptcy court’s automatic stay. See “—*Bankruptcy or Insolvency Proceedings with respect to the Servicer, any Subservicer or a Seller could result in losses on the Notes*” in this private placement memorandum.

Similarly, there can be no assurance whether, after a Servicer Default, a sufficient percentage of Noteholders will elect to terminate the Servicer or how quickly a sufficient percentage of Noteholders will act in order to terminate the Servicer. In the event that the Servicer fails to service, or is unable to service, the Loans in accordance with the Sale and Servicing Agreement after such a Servicer Default and Noteholders are unable to terminate the Servicer, or there are delays in terminating the Servicer, these servicing disruptions could result in higher delinquencies and defaults on the Loans, which in turn may adversely affect the repayment of the Notes.

Any reasonable costs and expenses of the Back-up Servicer or other successor primary servicer incurred in connection with the transfer of servicing from the Servicer will be paid by the Servicer following its receipt of a written accounting thereof in reasonable detail. In the event that the Servicer fails to reimburse the Back-up Servicer or other successor primary servicer for such costs within a reasonable period of time, the Back-up Servicer or other successor primary servicer will be entitled to reimbursement from the assets of the Trust Estate, subject to a cap of \$250,000.

#### **Ability to Make In-Branch Payments and any Future Inability to Make In-Branch Payments May Result in Additional Risks to Noteholders**

For the three months ended March 31, 2017, approximately 18.73% (by dollar amount) of Springleaf’s personal loan payments were made at Springleaf branches by the personal loan customer coming into a branch. Of those payments made in person at a branch, approximately 64.26% (by dollar amount) were in cash, representing approximately 12.04% of all Springleaf personal loan payments during the three months ended March 31, 2017. Despite a recent trend in favor of payments via lockboxes and electronic channels, a significant number of Loan Obligors may continue to make payments in Seller branches, including in cash or by money order. While Springleaf cannot estimate the percentage of Loan Obligors without a checking account, should one or more of the Sellers’ branches become unavailable for any reason (including as a result of one or more Sellers becoming unable or unwilling

to assist in servicing the Loans or as a result of branch closures) for the acceptance of payments, the ability to collect payments from these Loan Obligor who would otherwise make payments at such branch may be adversely affected, which could result in increased delinquencies and losses on the Loans. See “—*Replacement of the Servicer, Inability to Replace the Servicer or Inability of the Sellers to Assist in Servicing the Loans Could Result in Reduced Payments on the Notes*” in this private placement memorandum. Additionally, there can be no assurance that the number of Loan Obligor that make cash payments or payments in person at Springleaf’s branches in the future will not increase over current levels. See “*Springleaf Consumer Loan Business—Recent Developments Regarding Springleaf*” in this private placement memorandum. Additionally, after the delivery of a Servicing Centralization Period Notice, the Sellers within six months will discontinue accepting cash payments by Loan Obligor at branch locations. In the event that such cash payments are no longer accepted, there can be no assurance that the performance of the Loans with respect to which the Loan Obligor make such cash payments would not be adversely affected resulting in increased delinquencies and losses on the Loans. See “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing Centralization Period*” in this private placement memorandum.

### **There May Be Changes to the Terms of the Loans Owned by the Issuer in a Way that Reduces or Slows Collections**

From time to time, the Servicer may modify the terms of the Loans owned by the Issuer in accordance with the Credit and Collection Policy. These changes could have the effect of, among other things, reducing or otherwise changing the Loan interest rate, forbearing or forgiving payments of interest on, principal of or other charges on the Loans, extending the final maturity date, capitalizing delinquent interest and other amounts owed under the Loans or any combination of these or other modifications. See “*Springleaf Consumer Loan Business*” in this private placement memorandum.

If the Servicer reduces the interest rate of a Loan in connection with a modification, the resulting interest shortfall, if any, will reduce the amount of Collections available to the holders of the Notes. A modification to the term of a Loan may slow the rate of principal payments thereon and, as a result, may extend the weighted average lives of the Notes. If the Servicer forgives or forbears all or a portion of the principal balance of a Loan or takes any of the other actions described in the preceding paragraph, it could result in a delay in the payment of principal of one or more classes of notes or, under certain loss scenarios, the failure to pay the remaining principal balance of one or more classes of Notes upon maturity.

### **Additional Loans Acquired by the Issuer and the Issuer Loan Trustee for the Benefit of the Issuer or Loans Removed from the Trust Estate May Affect Credit Quality of the Assets Securing Repayment of the Notes**

During the Revolving Period, it is expected that the Issuer will use Collections to purchase a significant number of new Loans. Moreover, the Depositor may choose to (or cause the Issuer to) substitute new Loans for existing Loans, remove Loans from the Trust Estate that represent excess collateral, designate certain Loans to be excluded from the calculation of the Loan portfolio metrics, contribute Loans to the Trust Estate and/or cause the Issuer to acquire Renewal Loans in connection with Renewal Loan Replacements. See “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Renewal Loan Replacements*” in this private placement memorandum. Acquisitions of new Loans and the other actions described above in this paragraph (other than Renewal Loan Replacements) are subject to the condition that after giving effect to such action, no Reinvestment Criteria Event is outstanding. This condition is designed to assure that additions and removals of Loans during the Revolving Period do not result in degradation of the quality of the Loan portfolio taken as a whole below the standard established by the reinvestment criteria specified in the definition of Reinvestment Criteria Event. However, there can be no assurance that such condition will prevent a degradation of the overall credit quality of the Loan Pool, for example because other characteristics of the Loans which are not contemplated in the reinvestment criteria impact the overall credit performance of the Loan Pool.

Additionally, the Depositor is permitted to cause Loans to be released from the Trust Estate and transferred to the Depositor pursuant to an Issuer Loan Release, and the Issuer will not receive any cash consideration or consideration in the form of additional personal loans in connection with any such transfer. While the Depositor is required to select the Reassigned Loans in a manner it believes is not materially adverse to the interests of the Noteholders, there can be no assurance that the Reassigned Loans will not be of a higher credit quality or have better

metrics with respect to the overall composition of the Loan Pool than the remaining Loans or that the Reassigned Loans will not experience superior payment performance than the remaining Loans.

**Risk Levels and Historical Loss Experience May Not Accurately Predict the Likelihood of Delinquencies, Defaults and Losses on the Loans**

Springleaf has determined and presented in “*Description of the Loans—Loan Pool Data*” in this private placement memorandum the Risk Levels (if any) of the Initial Loans (excluding Third-Party Originated Loans). These Risk Levels were determined by applying the Risk Scoring Model in effect as of the respective origination dates of such Loans. The Risk Levels (if any) for Loans (excluding Third-Party Originated Loans) added to the Loan Pool during the Revolving Period will be determined or will have been determined as of the respective origination dates of such Loans by applying the Risk Scoring Model then in effect. Springleaf may modify its Credit and Collection Policy, including the Risk Scoring Model, from time to time in any manner, except that it has covenanted not to modify the Credit and Collection Policy in any manner expected to result in an Early Amortization Event or Event of Default, except as required by Requirements of Law or as ordered by a court of competent jurisdiction or other Governmental Authority. See “—*Modifications in the Credit and Collection Policy May Result in Changes in the Performance of the Loan Pool and the Servicing of the Loans*” in this private placement memorandum. Certain personal loans originated by Springleaf are not assigned a Risk Level, typically because information needed to apply the scoring model is not available with respect to the applicable Loans. Loan Actions are subject to the resulting Loan Pool satisfying certain Risk Level parameters, as further described in “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum, including that up to 2.0% of the Loan Pool may be comprised of Loans that have not been assigned a Risk Level. However, (i) a Risk Level determined on the basis described above purports only to be a measurement of the relative degree of risk a personal loan obligor represents to the creditor and (ii) the Risk Scoring Model is a proprietary credit scoring model created by Springleaf and, as a result, is different than credit scoring models used by originators of similar consumer loans and could result in a Loan Obligor receiving a relatively higher Risk Level than such Loan Obligor would receive under more common credit scoring models. None of SFC, the Sellers, the Depositor or the Issuer makes any representations or warranties that a particular Risk Level should be relied upon as a basis for an expectation that a Loan will be paid in accordance with its terms.

Additionally, historical loss and delinquency information set forth in this private placement memorandum under “*Description of the Loans—Loan Pool Data*” was affected by several variables, including general economic conditions and market interest rates, that are likely to differ in the future. Moreover, the composition of Loans in the Loan Pool likely will change materially after the Closing Date. See “—*Additional Loans Acquired by the Issuer and the Issuer Loan Trustee for the Benefit of the Issuer or Loans Removed from the Trust Estate May Affect Credit Quality of the Assets Securing Repayment of the Notes*” in this private placement memorandum. There can be no assurance that the delinquency and loss experience calculated and presented in this private placement memorandum with respect to the Loans in the Loan Pool prior to the Initial Cut-Off Date will reflect actual experience with respect to (i) such Loans after the Closing Date or (ii) any other Loans added to the Loan Pool after the Initial Cut-Off Date or the Closing Date.

**FICO® Credit Scores may not Accurately Predict the Likelihood of Delinquencies, Defaults and Losses on the Loans**

Springleaf has obtained and presented in “*Description of the Loans—Loan Pool Data*” in this private placement memorandum the weighted average FICO® score at origination for the Initial Loans and the concentration of Initial Loans in various FICO® score (at origination) ranges. A FICO® score is a measurement determined by Fair, Isaac & Company using information collected by the major credit bureaus to assess credit risk. FICO® scores are based on independent third party information, the accuracy of which cannot be verified. FICO® scores should not necessarily be relied upon as a meaningful predictor of the performance of the Loans. Additionally, a FICO® score purports only to be a measurement of the relative degree of risk a customer represents to the creditor and may be different than credit scoring models used by originators of similar personal loans and could result in a Loan Obligor receiving a relatively higher score than such Loan Obligor would receive under more common credit scoring models. None of SFC, the Sellers, the Depositor or the Issuer makes any representations or warranties that a particular FICO® score should be relied upon as a basis for an expectation that a Loan will be paid in accordance with its terms.

## **Modifications to the Credit and Collection Policy May Result in Changes to the Performance of the Loan Pool and the Servicing of the Loans**

Springleaf may choose to modify the Credit and Collection Policy at any time and there are no restrictions on Springleaf's ability to make such modifications except that Springleaf has covenanted not to modify the Credit and Collection Policy in any manner that could reasonably be expected to result in an Early Amortization Event or Event of Default, except as required by Requirements of Law or as ordered by a court of competent jurisdiction or other Governmental Authority. As noted in "*—Risk Levels and Historical Loss Experience May Not Accurately Predict the Likelihood of Delinquencies, Defaults and Losses on the Loans*" in this private placement memorandum, changes to the Credit and Collection Policy from time to time could result in changes to the Risk Scoring Model used to determine the Risk Levels for Loans added to the Loan Pool after the Closing Date. Moreover, modifications to the Credit and Collection Policy could alter the policies by which the Servicer services the Loans, including the policies by which the Servicer determines whether to change the terms of the Loans owned by the Issuer and the Issuer Loan Trustee for the benefit of the Issuer. If these types of modifications were to occur, it could result in worse performance of the Loans. Additionally, modifications to the Credit and Collection Policy could also change the standards and procedures by which Sellers originate new Loans. If these types of modifications were to occur and the Issuer were to acquire Loans that were originated based on standards and procedures which incorporated such modifications, they could adversely impact the performance of the Loans owned by the Issuer or result in the Issuer acquiring Loans that are of lower credit quality than the Loans previously acquired by the Issuer. In the event that the performance of the Loans deteriorates or the Issuer acquires Loans of a lower credit quality, it could adversely affect the performance of the Notes.

In addition, as part of the OneMain Acquisition, Springleaf has made, and will likely continue to make, various changes to its Credit and Collection Policy in order to facilitate the integrated operation of OneMain, which may include, without limitation, changes relating to determining delinquencies and charge-offs on Loans as well as its origination, servicing and collection practices more generally, in each case that may be material. There can be no assurances that such changes, if made, will not adversely affect collections with respect to the Loans and/or adversely affect Noteholders.

In response to changes in the regulatory environment, Springleaf continually engages in the evaluation of operational, legal and reputational risk associated with its Credit and Collection Policy. If the risks are deemed significant, Springleaf may implement changes to its existing Credit and Collection Policy that could result in diminished recoveries on the Loans and the repayment of the Notes could be adversely affected.

## **Conflicts of Interest May Exist Among the Servicer, the Depositor and the Issuer**

It is expected that the Depositor will retain the Class A trust certificates and at least 5% of the initial Note Balance of each Class of the Notes, and SFI will own the Class B trust certificates. See "*Credit Risk Retention—U.S. Credit Risk Retention*" and "*—European Credit Risk Retention*" in this private placement memorandum. In addition, the Class A trust certificates and Class B trust certificates may be transferred in whole or in part after the Closing Date in accordance with the terms of the Trust Agreement and subject, in the case of the Class A trust certificates, to the limitations described in "*Credit Risk Retention—U.S. Credit Risk Retention*" and "*—European Credit Risk Retention*" in this private placement memorandum. Additionally, Notes may be acquired by Affiliates of the Depositor after the Closing Date. The holder of such retained or acquired Notes and the trust certificates may therefore be an affiliate of the Servicer. The servicing of the Loans, while subject to the servicing standards described under "*Servicing Standards*" and "*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing of Loans*," will be under the control of the Servicer and the determination of whether to sell Additional Loans, and the selection of which personal loans to sell, to the Depositor will be under the control of the Sellers, and the decision whether to repurchase the Loans in order to cause the redemption of the Notes will be under the control of the Servicer and the holders of the Class A trust certificates, any of which may affect the weighted average lives and yields on the Notes. See "*Yield Considerations/Prepayments*" in this private placement memorandum. Investors in the Notes should consider that no formal policies or guidelines have been established to resolve or minimize such conflict of interest.

## **The Depositor Will Retain Notes or Convey Notes to an Affiliate**

The Depositor is expected to retain at least 5% of the initial Note Balance of each Class of the Notes, as described under “*Credit Risk Retention—U.S. Credit Risk Retention*” in this private placement memorandum; provided, however, that if Regulation RR (as defined herein) ceases to be in effect or is amended, such that the 5% retention requirement or other restrictions described above and under “*Credit Risk Retention—U.S. Credit Risk Retention*” in this private placement memorandum are reduced or eliminated, then to such extent, Springleaf Finance Corporation and its Affiliates may elect to transfer any retained Notes or take any other action with respect to such retained Notes but only as otherwise permitted by the Transaction Documents, including the transfer of a portion or all of such retained Notes to new or existing Noteholders. As a result, the market for the Notes may be less liquid than would otherwise be the case and, if any retained Notes are subsequently sold by the Depositor or an Affiliate thereof on the secondary market, it could reduce demand for Notes already in the market, which could adversely affect the market value of the Notes and/ or limit the ability of Noteholders to resell their Notes. In addition, any retained Notes that are subsequently sold may have a different CUSIP number than other Notes of the same Class, which could further reduce liquidity. See “*Certain U.S. Federal Income Tax Consequences.*”

## **The “De-Centralized” Nature of the Servicing May Pose Additional Risks to Investors**

Unlike many asset backed securitizations in which the servicing of the assets is done on a centralized basis, the servicing of certain of the Loans may be conducted by the Sellers or their Affiliates, in whole or in part, through their various branches. While SFC, as Servicer, generally transfers servicing of (x) loans that are three (3) payments past due, and (y) other loans if it determines that centralized servicing strikes a better balance between collection experience and servicing efficiency, to a centralized servicing facility, it expects to continue to conduct a significant portion of the servicing of the Loans utilizing branch personnel. This “de-centralized” servicing may also subject investors to risks and losses of the nature described in “—*Replacement of the Servicer, Inability to Replace the Servicer or Inability of the Sellers to Assist in Servicing the Loans Could Result in Reduced Payments on the Notes*” in this private placement memorandum in the event that one or more Sellers became unable or unwilling to assist in servicing the Loans. Additionally, while the Servicer is obligated to monitor (and is ultimately responsible for) the performance of the Sellers, the “de-centralized” nature of servicing with respect to a substantial portion of the Loans may make it more difficult for the Servicer to ensure that each of the Sellers is complying with its obligations than if servicing were centralized in a single location. To the extent that the performance of the Loans were to be negatively impacted by aspects of this “de-centralized” servicing, the Issuer’s ability to make payments on the notes could be adversely affected. See also “—*The Indenture Trustee May Not have a Perfected Interest in Collections Commingled by the Servicer with Other Funds*” in this private placement memorandum.

## **Potential Conflicts of Interest Relating to the Initial Purchasers**

The Initial Purchasers may from time to time perform investment banking services for, or solicit investment banking business from, any person named in this private placement memorandum. The Initial Purchasers and/or their employees or customers may from time to time have a long or short position in the Notes. These long or short positions may be as a result of any market making activities with respect to the Notes. The Initial Purchasers and/or their employees or customers may from time to time enter into hedging positions with respect to the Notes.

## **The Ratings on the Notes May Not Accurately Reflect Their Risks; Ratings Could Be Reduced or Withdrawn**

The ratings of the Notes will be based on the Rating Agencies’ assessment of the Loans, the structure of the Notes and the ability of the Servicer to service the Loans. A rating of a Note is not a recommendation to purchase, sell or hold such Note inasmuch as such rating does not comment on the market price of the Notes, its tax impact on any investor or its suitability for a particular investor. In addition, there can be no assurance that a rating of a Note will remain for any given period of time or that a rating will not be downgraded or withdrawn entirely by a Rating Agency if, in its judgment, circumstances so warrant. A downgrade or withdrawal of a rating by a Rating Agency is likely to have an adverse effect on the market value of the affected Notes, which effect could be material.

The procedures used by rating agencies to determine ratings on securities have come under scrutiny as a result of the turbulence in the financial markets, and federal governmental authorities have enacted and continue to propose rules and regulations to reform the rating process. The Securities and Exchange Commission adopted

Rule 17g-5 under the Securities Exchange Act of 1934, as amended (“**Rule 17g-5**”), with the goal of enhancing transparency, objectivity and competition in the credit rating process. The Notes will be subject to Rule 17g-5. To comply with Rule 17g-5, SFC has created a password protected website which is accessible to all nationally recognized statistical rating organizations (“**NRSROs**”) (not just the Rating Agencies), in order for them to obtain the information the parties to this transaction provided to the Rating Agencies in connection with the determination of an initial credit rating, including information about the characteristics of the underlying assets and the legal structure of the Notes, as well as ongoing information about the transaction. The availability of such information could encourage NRSROs other than the Rating Agencies to rate one or more classes of Notes upon initial issuance or at any time during the life of this transaction and such ratings could be less favorable than the ratings assigned by the Rating Agencies to the Notes. These unsolicited ratings could reduce the liquidity and market value of the Notes, and could adversely affect any investor relying on credit ratings for any purpose. In addition, other future changes to rating procedures, to the regulation of rating agencies or to the rating process could affect the issued ratings on the Notes.

### **The Noteholders Have Limited Control over Amendments, Modifications and Waivers to, and Assignments of, the Indenture and other Transaction Documents**

Certain amendments, modifications or waivers to, or assignments of, the Indenture and the other Transaction Documents may require the consent of holders representing only a certain percentage interest of the Notes or only adversely affected Noteholders. Additionally, other amendments, modifications or waivers to, or assignments of, the Indenture and other Transaction Documents do not require the consent of any Noteholder. As a result, certain amendments, modifications or waivers to the Indenture and such other Transaction Documents may be effected without the consent of any Noteholders or with the consent of only a specified percentage of Noteholders. See “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Amendment; Waiver,*” “*The Indenture—Supplemental Indentures—Supplemental Indentures without the Consent of the Noteholders,*” “*The Indenture—The Administration Agreement,*” “*The Trust Agreement—Amendments*” and “*The Performance Support Agreement*” in this private placement memorandum. In addition, any affiliate of the Depositor (other than the Issuer, the Servicer, the Performance Support Provider and the Sellers), to the extent that it holds any Notes, will be entitled to vote those Notes to the same extent as an unaffiliated Noteholder, and, in some cases, to the extent it is the only Noteholder adversely affected by an amendment or other action, will be the only Noteholder required to consent to such amendment or other action, and could therefore affect or control the outcome of a Noteholder vote. There can be no assurance as to whether or not amendments, modifications, waivers or assignments effected without a Noteholder vote or outcomes of Noteholder votes in which any such affiliate of the Depositor participates will adversely affect the performance of the Notes.

### **The Bankruptcy of the Depositor Could Result in Losses or Delays in Payments on the Notes**

The Depositor is permitted to act as depositor for other issuers of asset-backed securities besides the Issuer (“**other issuers**”) in connection with other personal loan securitizations (the “**other transactions**”), subject to certain limitations and conditions, including receiving confirmation from each Rating Agency then rating any outstanding class of notes under any such other transaction that the then-current rating of each outstanding class of notes under any such other transaction rated by such Rating Agency will not be downgraded or withdrawn. The Depositor currently acts as “depositor” in one other personal loan securitization sponsored by SFC. See “*The Depositor*” in this private placement memorandum. While it is expected that the Depositor will have substantially similar duties, obligations and liabilities in any future other transactions as the Depositor has under the Transaction Documents, there can be no assurance that this will be the case. Moreover, the Depositor may have materially greater duties, obligations and liabilities under any future other transactions than it does under the Transaction Documents, and some or all of the assets of the Depositor (including the trust certificates or any Notes retained by the Depositor) may be used to satisfy such duties, obligations or liabilities. Consequently, Noteholders should not rely on the assets of the Depositor when making an investment decision to purchase the Notes. In addition, in the event that the Depositor has greater duties, obligations or liabilities under any future other transactions, it may be more likely that the other issuers may assert the arguments described below.

If the Depositor were to become the debtor in a case under the U.S. Bankruptcy Code (the “**Bankruptcy Code**”), the bankruptcy court (at the request of other creditors of the Depositor, including any other issuer) could exercise control over the Loans transferred by the Depositor to the Issuer on an interim or a permanent basis. Although

steps have been taken to minimize this risk, the Depositor as debtor-in-possession, or another interested party such as one or more other issuers, could argue that:

- the Depositor did not sell the related Loans to the Issuer but instead borrowed money from the Issuer and granted a security interest in such Loans to secure its borrowing; or
- the Issuer and its assets (including the Loans), should be substantively consolidated with the bankruptcy estate of the Depositor.

See “—*The Treatment of the Loan Purchase Agreement as a Pledge of Security Following a Bankruptcy of any Seller or the Depositor Could Result in Late Payments on the Notes and/or Reductions in the Amounts of such Payments*” and “—*The Consolidation of the Assets and Liabilities of the Depositor and any Seller or SFC Could Result in the Delay, Reduction or Elimination of Payments to the Noteholder*” in this private placement memorandum.

If these or similar arguments were made, whether successfully or not, payments to Noteholders could be adversely affected. Further, if the Depositor were to enter bankruptcy, the ability to collect payments from, and otherwise enforce the Transaction Documents against, the Depositor would be subject to the “automatic stay” which prevents secured creditors from exercising remedies against a debtor in bankruptcy without permission from the bankruptcy court and provisions of the Bankruptcy Code that permit substitution of collateral in certain circumstances. Noteholders also may be required to return distributions already received that were attributable to the Loans transferred by the Depositor if the Depositor were to become the debtor in a bankruptcy case. Additionally, the claims of Noteholders in a bankruptcy proceeding of the Depositor (including claims with respect to the Trust Estate or proceeds thereof) may be subject to competing claims of the other issuers.

#### **The Treatment of the Loan Purchase Agreement as a Pledge of Security Following a Bankruptcy of any Seller or the Depositor Could Result in Late Payments on the Notes and/or Reductions in the Amounts of such Payments**

It is intended by the Depositor and each Seller that the transfer of the Loans by each Seller to the Depositor constitutes a “true sale” of the Loans to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor. If the transfer constitutes a “true sale”, the Loans and the proceeds thereof should not be a part of any Seller’s bankruptcy estate should it become a debtor in a bankruptcy case subsequent to the transfer of such Loans. However, if any Seller were to become a debtor in a bankruptcy case, claimants might argue that the sale of the Loans was not a true sale but merely a pledge of security. Under this theory, a court could order the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to turn over the Loans sold by such Seller and treat such Loans as assets included in the bankruptcy estate of such Seller. If a court were to conclude that the sale of such Loans constituted a grant of a security interest and not a sale then delays in payments on the Notes could occur and/or reductions in the amounts of such payments could result. No representation is made as to whether or not conveyances of Loans from the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer under the Sale and Servicing Agreement constitute “true sales.”

#### **The Consolidation of the Assets and Liabilities of the Depositor and any Seller or SFC Could Result in the Delay, Reduction or Elimination of Payments to the Noteholders**

The Depositor has taken steps in structuring the transactions contemplated hereby that are intended to ensure that the voluntary or involuntary application for relief by SFC or any Seller under the United States Bankruptcy Code or other Debtor Relief Laws will not result in the consolidation of the assets and liabilities of the Depositor with those of SFC or such Seller. These steps include the appointment of an independent manager for the Depositor, the creation of the Depositor as a special purpose limited liability company pursuant to a limited liability company agreement containing certain limitations (including restrictions on the nature of the Depositor’s business, restrictions on the Depositor’s ability to commence a voluntary case or proceeding under any Debtor Relief Law with respect to itself without the prior unanimous affirmative vote of all of its managers, including the independent manager, the maintenance of separate books and records and the requirement that all transactions between the Depositor and Springleaf, the Sellers and their affiliates will be on an arm’s-length basis). However, there can be no assurance that the activities of the Depositor would not result in a court concluding that the assets and liabilities of the Depositor



should be consolidated with those of SFC or any Seller in a proceeding under any Debtor Relief Law. If a court were to reach such a conclusion, then delays in payments on the Notes could occur and/or reductions in the amounts of such payments could result. See *“The Depositor”* in this private placement memorandum. No representation is made as to whether or not the activities of the Issuer would result in a court concluding that the assets and liabilities of the Issuer should be consolidated with those of the Depositor in a proceeding under any Debtor Relief Law.

### **Combination or “Layering” of Multiple Risk Factors May Significantly Increase the Risk of Loss on the Notes**

Although the various risks discussed in this private placement memorandum are generally described separately, prospective investors in the Notes should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to an investor may be significantly increased. In considering the potential effects of layered risks, you should carefully review the descriptions of the Loans and the Notes.

### **There May Be a Conflict of Interest Among Classes of Notes**

As described elsewhere in this private placement memorandum, the Required Noteholders or another specified percentage of Noteholders are entitled to make certain decisions with regard to, among other things, treatment of defaults by the servicer, exercising rights and remedies following an Event of Default (including directing the liquidation of the Loans and other collateral), consenting to certain amendments to the Transaction Documents and certain other matters. In the case of votes by holders of all of the Notes, the outstanding dollar principal amount of the Class A Notes will generally be substantially greater than the outstanding dollar principal amount of the subordinated classes of Notes. Consequently, the Noteholders of the Class A Notes will frequently have the ability to determine whether and what actions should be taken. The subordinated Noteholders will generally need the concurrence of the senior-most Noteholders to cause actions to be taken.

Because the holders of different classes of Notes may have varying interests when it comes to these matters, you may find that courses of action determined by other Noteholders do not reflect your interests but that you are nonetheless bound by the decisions of these other Noteholders.

In addition, it is an Event of Default if the Issuer fails on any Payment Date to pay any interest on any Class A Note but there is no Event of Default for failure to pay interest on any other Class of Notes. See *“The Indenture—Events of Default”* in this private placement memorandum.

### **There May Be a Loss or a Delay in Receiving Payments on the Notes if the Assets of the Issuer Are Liquidated**

If an Event of Default occurs and the Notes are accelerated, the Indenture Trustee may liquidate the assets of the Issuer, subject to the conditions described under *“The Indenture”* in this private placement memorandum. As a result:

- there may be losses on the Notes if the assets of the Issuer are insufficient to pay the amounts owed on the Notes;
- payments on certain classes of Notes may be delayed until more senior classes of Notes are repaid or until the liquidation of the assets is completed; and
- subordinate Notes may be repaid earlier than scheduled, which will involve the prepayment risks described under *“—Yield Considerations/Prepayments”* in this private placement memorandum.

The Issuer cannot predict the length of time that will be required for liquidation of the assets of the Issuer to be completed. In addition, liquidation proceeds may not be sufficient to repay the Notes in full. Even if liquidation proceeds are sufficient to repay the Notes in full, any liquidation that causes the outstanding principal balance of a Class of Notes to be paid before the related final scheduled payment date will involve the prepayment risks described above and under *“—Yield Considerations/Prepayments”* in this private placement memorandum.

## **The Notes May Not Be Suitable for All Investors**

The Notes are not suitable investments for all investors. In particular, you should not purchase the Notes unless you understand the structure, including the priority of payments, and prepayment, credit, liquidity and market risks associated with the Notes. The Notes are complex securities. You should possess, either alone or together with financial, tax and legal advisors, the expertise to analyze the prepayment, reinvestment, default and market risk, the tax consequences of an investment and the interaction of these factors.

## **Original Issue Discount for the Notes**

One or more Classes of Notes may be issued with original issue discount (“OID”) for U.S. federal income tax purposes. A U.S. Holder generally will be required to accrue OID on a current basis as ordinary income and pay tax accordingly, even before such U.S. Holder receives cash attributable to that income and regardless of such U.S. Holder’s method of tax accounting. For further discussion of the computation and reporting of OID, see “*Certain U.S. Federal Income Tax Consequences—U.S. Holders—Taxation of Interest and Original Issue Discount*” in this private placement memorandum.

## **Risk of Withholding Tax if the Class D Notes Are Recharacterized as Equity**

Tax counsel to the Issuer will issue an opinion as of the Closing Date that, when issued, the Class D Notes should be treated as debt for U.S. federal income tax purposes, except to the extent such Notes are retained by the Depositor or conveyed to an affiliate of the Depositor. Consequently, the opinion reflects some uncertainty as to the proper characterization of the Class D Notes for U.S. federal income tax purposes. If the Internal Revenue Service successfully contended that Class D Notes should be recharacterized as equity interests in the Issuer, the Issuer may be required to withhold tax with respect to any such Notes held by non-U.S. Holders. Further, the Issuer could be liable for any failure to so withhold, thereby reducing the cash flow that would otherwise be available to make payments on all Notes. For further discussion, see “*Certain U.S. Federal Income Tax Consequences — Treatment of the Notes as Indebtedness*” in this private placement memorandum.

## **Structuring Tables are Based Upon Assumptions and Models**

The decrement tables appearing under “*Prepayment and Yield Considerations—Percent of Initial Note Balance at Various Prepayment Assumptions*” have been prepared on the basis of the modeling assumptions set forth under “*Prepayment and Yield Considerations*” in this private placement memorandum. The model used in this private placement memorandum for prepayments does not purport to be an historical description of prepayment experience or a prediction of the anticipated rate of prepayment of any pool of loans, including the Loans in the pool. It is highly unlikely that the Loans will prepay at the rates specified. The prepayment assumption is for illustrative purposes only. For these reasons, the actual weighted average lives of the Notes may differ from the weighted average lives shown in the decrement tables.

## **THE SELLERS**

The following entities will be the Sellers of the Loans as of the Closing Date: OneMain Financial of Alabama, Inc., a Delaware corporation, OneMain Financial of America, Inc., a Delaware corporation, OneMain Financial of America, Inc., an Iowa corporation, OneMain Financial of America, Inc., a North Carolina corporation, OneMain Financial of Arizona, Inc., an Arizona corporation, OneMain Financial of Florida, Inc., a Florida corporation, Springleaf Financial Services of Hawaii, Inc., a Hawaii corporation, OneMain Financial of Illinois, Inc., an Illinois corporation, OneMain Financial of Indiana, Inc., an Indiana corporation, OneMain Financial of Louisiana, Inc., a Louisiana corporation, Springleaf Financial Services of New Hampshire, Inc., a Delaware corporation, OneMain Financial of New York, Inc., a New York corporation, OneMain Financial of North Carolina, Inc., a North Carolina corporation, OneMain Financial of Ohio, Inc., an Ohio corporation, OneMain Financial of Pennsylvania, Inc., a Pennsylvania corporation, OneMain Financial of South Carolina, Inc., a South Carolina corporation, OneMain Financial of Washington, Inc., a Washington corporation, OneMain Financial of Wisconsin, Inc., a Wisconsin corporation, OneMain Financial of Wyoming, Inc., a Wyoming corporation, OneMain Financial Services, Inc., a Delaware corporation, OneMain Financial of Texas, Inc., a Texas corporation, OneMain Consumer Loan, Inc., a

Delaware corporation, OneMain Home Equity, Inc., a Delaware corporation, and OneMain Home Equity, Inc., a West Virginia corporation (collectively, with other affiliates of SFC which become parties to the Loan Purchase Agreement as sellers after the Closing Date, the “**Sellers**”). From time to time after the Closing Date, one or more Affiliates of SFC may be added as “**Sellers**” pursuant to the Loan Purchase Agreement.

Each of the Sellers is a wholly-owned subsidiary of SFC, or in the case of OMCLI, SFI. SFC is an Indiana corporation, headquartered in Evansville, Indiana. SFI is also an Indiana corporation, headquartered in Evansville, Indiana. For a description of SFC, see “*The Servicer and Performance Support Provider*” below in this private placement memorandum.

Prior to the Closing Date, the Initial Loans were owned and serviced by Springleaf and were either underwritten and originated by the Sellers or Affiliates thereof or reviewed and acquired by the Sellers as described in “*Underwriting Standards*” in this private placement memorandum. It is expected that any Additional Loans will be (i) originated by the Sellers and Affiliates thereof, and the applicable Seller will represent, with respect to each Loan originated by such Seller or any Affiliate thereof and sold by such Seller to the Depositor, that such Loan was underwritten in accordance with the underwriting guidelines under the Credit and Collection Policy in effect at the time such Loan was originated, or (ii) acquired by Springleaf’s consumer loan business, in which case, no representation regarding the underwriting of such acquired Loans will be made. See “*Underwriting Standards*” and “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum.

## THE DEPOSITOR

Springleaf Funding I, LLC (the “**Depositor**”), a Delaware limited liability company, is a wholly-owned subsidiary of SFC. The Depositor was formed on August 4, 2016, as a special purpose entity for the purpose of forming and holding interests in securitization entities like the Issuer, purchasing and transferring assets like the Loans and taking other actions in connection with securitizations like the transaction described in this private placement memorandum. The Depositor’s limited liability company agreement limits its activities to such purposes and any activities incidental thereto. This is the Depositor’s second securitization transaction. It may act as “depositor” for issuers in connection with other securitization transactions. See “*Risk Factors—The Bankruptcy of the Depositor Could Result in Losses or Delays in Payments on the Notes*” in this private placement memorandum.

Subject to certain restrictions relating to limitations on the Depositor’s activities, the Depositor’s limited liability company agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Depositor’s sole member. Additionally, so long as any obligations of the Depositor are outstanding under the Transaction Documents, the Depositor’s limited liability company agreement may only be modified, altered, supplemented or amended to the extent permitted by and only if approved or consented to in accordance with the Transaction Documents and any other transaction documents by which the Depositor may be bound, except (i) to cure any ambiguity or (ii) to correct or supplement any provision in a manner consistent with the intent of such agreement. In addition, the Depositor has agreed under the Sale and Servicing Agreement (i) not to amend its certificate of formation, its limited liability company agreement or other organizational documents after the Closing Date in any respect unless (x) the Rating Agency Notice Requirement is satisfied, (y) the Depositor shall have provided to the Indenture Trustee, the Issuer Loan Trustee and the Issuer a certificate of an officer of the Depositor, dated as of the date of such amendment, stating that such amendment is not reasonably expected to result in an Adverse Effect and (z) such amendment is effected in accordance with the terms of the applicable organizational document, and (ii) not to act as depositor for another issuer under a different securitization unless (1) the Depositor receives a confirmation from each Rating Agency then rating any outstanding Class of Notes that the then-current rating of each outstanding Class of the Notes rated by such Rating Agency will not be downgraded or withdrawn as a result of the Depositor acting in such capacity with respect to the securitization and (2) the Depositor delivers an Officer’s Certificate to the effect that, based upon due inquiry, it has reasonably concluded that acting as depositor for such other issuer under such securitization will not adversely affect the holders of the Notes in any material respect.

Under the Sale and Servicing Agreement, the Depositor is not permitted to dissolve, liquidate, consolidate with or merge into any other entity or sell or otherwise transfer (other than conveyances to the Issuer contemplated under the Sale and Servicing Agreement) its properties and assets substantially as an entirety to any Person unless:

- (i) the resulting entity (if not the Depositor) from such consolidation or merger or the transferee of the properties and assets of the Depositor is a U.S. entity that is a special purpose entity whose powers and activities are limited and such entity expressly assumes, by written agreement, the performance of every covenant and obligation of the Depositor under the Sale and Servicing Agreement; and
- (ii) the Depositor or the surviving or transferee entity, as the case may be, has delivered to the Owner Trustee and the Indenture Trustee (with a copy to each Rating Agency) (A) a certificate of an officer of the Depositor or such entity as to compliance with the foregoing condition and with all other conditions precedent in the Sale and Servicing Agreement relating to such transaction have been complied with and (B) a certificate of an officer of the Depositor or such entity and an Opinion of Counsel as to the enforceability of the assumption agreement; and
- (iii) the Depositor or the surviving or transferee entity, as the case may be, has delivered to the Servicer and the Indenture Trustee a certificate of an officer of the Depositor or such entity to the effect that in the reasonable belief of the Depositor or such entity, such consolidation, merger, conveyance, transfer or sale will not have an Adverse Effect.

Except in connection with a transaction permitted under the provisions described in the foregoing paragraph, the obligations, rights or any part thereof of the Depositor under the Sale and Servicing Agreement shall not be assignable.

#### THE ISSUER

Springleaf Funding Trust 2017-A (the “**Issuer**”) was formed on May 19, 2017, as a Delaware statutory trust, the beneficial ownership of which will be evidenced by the Class A trust certificates and the Class B trust certificates. The Issuer was formed as a statutory trust and is a special purpose entity that will be operated in accordance with, an amended and restated trust agreement, dated the Closing Date, between the Depositor and the Owner Trustee (the “**Trust Agreement**”) for the purpose of acquiring the Loans in conjunction with the Issuer Loan Trustee from the Depositor, pledging the Loans and certain other rights and assets to the Indenture Trustee and issuing the Notes and the trust certificates. SFC has been engaged as Administrator to act on behalf of the Issuer and the Issuer Loan Trustee in connection with the performance of certain of the Issuer’s and the Issuer Loan Trustee’s obligations under the Transaction Documents as described in “*The Indenture—The Administration Agreement*” in this private placement memorandum. On the Closing Date, the Issuer will transfer the Notes and the Class A and Class B trust certificates to the Depositor in consideration for the Initial Loans. The Class A trust certificates represent a 100% economic interest and a 50% voting interest in the Issuer and will be retained by the Depositor; however, the Class A trust certificates may be transferred in whole or in part after the Closing Date in accordance with the terms of the Trust Agreement and subject to the limitations described under “*Credit Risk Retention—U.S. Credit Risk Retention*” and “*European Credit Risk Retention*” in this private placement memorandum. The Class B trust certificates represent a non-economic 50% voting interest in the Issuer. The Depositor will assign the Class B trust certificates in whole to SFI on or about the Closing Date. On each Payment Date, the holder of the Class A trust certificates will be entitled to receive certain funds remaining on such Payment Date after the application of Available Funds to all items of higher priority in accordance with the Priority of Payments, as described in “*Description of the Notes—Priority of Payments*” in this private placement memorandum. The holder of the Class B trust certificates will not be entitled to any payments or other distributions from the Issuer.

The Issuer will not engage in any activity other than (i) acquiring, holding, pledging and managing the Loans and the other assets pledged to secure the Notes, (ii) issuing the Notes and the Class A and Class B trust certificates, (iii) making payments on the Notes and distributions on the Class A trust certificates, (iv) selling, transferring and exchanging the Notes and the Class A and Class B trust certificates, (v) entering into and performing its obligations under the Transaction Documents to which it is a party, (vi) making deposits to and withdrawals from the Note Accounts and (vii) engaging in other activities that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith as further described in the Trust Agreement.

The Issuer’s principal offices are in Wilmington, Delaware, in care of Wilmington Trust, National Association, as Owner Trustee, at the address listed in “*The Owner Trustee*” below.

The Issuer’s Trust Agreement, including its permissible activities, may be amended in accordance with the procedures described “*The Trust Agreement—Amendments*” in this private placement memorandum.

**Capitalization of the Issuer**

The following table illustrates the expected capitalization of the Issuer as of the Closing Date:

Class A Notes .....	\$516,820,000.00
Class B Notes .....	\$35,960,000.00
Class C Notes .....	\$41,450,000.00
Class D Notes .....	\$57,540,000.00
Reserve Account.....	\$3,424,964.36
Initial overcollateralization.....	\$33,222,871.04
<b>Total.....</b>	<b><u>\$688,417,835.40</u></b>

**The Issuer Property**

The Notes will be collateralized by the Issuer’s assets. The primary assets of the Issuer will be the Loans. See “*Description of the Loans*” in this private placement memorandum.

The Issuer’s assets will consist of all the right, title and interest of the Issuer and the Issuer Loan Trustee, whether now owned or hereafter acquired, in, to and under:

- (i) the Loans acquired from the Depositor and the Depositor Loan Trustee for the benefit of the Depositor on the Closing Date and any Additional Loans acquired by the Issuer and the Issuer Loan Trustee for the benefit of the Issuer from the Depositor and the Depositor Loan Trustee for the benefit of the Depositor after the Closing Date, and all rights to payment and amounts due or to become due with respect to all of the foregoing after the applicable Cut-Off Date and the other Purchased Assets relating to such Loans;
- (ii) all money, instruments, investment property and other property (together with all earnings, dividends, distributions, income, issues, and profits relating thereto) distributed or distributable in respect of the Loans after the applicable Cut-Off Date;
- (iii) the Note Accounts and all Eligible Investments and all money, investment property, instruments and other property from time to time on deposit in or credited to the Note Accounts, together with all earnings, dividends, distributions, income, issues and profits relating thereto;
- (iv) all rights, remedies, powers, privileges and claims of the Issuer and the Issuer Loan Trustee for the benefit of the Issuer under or with respect to the Sale and Servicing Agreement, the Loan Purchase Agreement and each other Transaction Document (whether arising pursuant to the terms of the Sale and Servicing Agreement, the Loan Purchase Agreement or any other Transaction Document or otherwise available to the Issuer and the Issuer Loan Trustee at law or in equity) in respect of the Loans, including, without limitation, the rights of the Issuer and the Issuer Loan Trustee for the benefit of the Issuer to enforce the Sale and Servicing Agreement, the Loan Purchase Agreement or any other Transaction Document, and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Sale and Servicing Agreement, the Loan Purchase Agreement or any other Transaction Document to the same extent as the Issuer and the Issuer Loan Trustee could but for the assignment and security interest granted under the Indenture;

- (v) all proceeds of any credit insurance policies and collateral protection insurance policies relating to any Loans, to the extent of the applicable Seller's interest therein, if any;
- (vi) all accounts, chattel paper, deposit accounts, documents, general intangibles, goods, motor vehicles, instruments, investment property, letter-of-credit rights, letters of credit, money, and supporting obligations, consisting of, arising from, purporting to secure, or relating to, any of the foregoing;
- (vii) all present and future claims, demands, causes and choses in action in respect of any or all of the foregoing and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing, including all proceeds, products, rents, receipts or profits of the conversion, voluntary or involuntary, into cash or other property, all cash and non-cash proceeds, and other property consisting of, arising from or relating to all or any part of any of the foregoing or any proceeds thereof; and
- (viii) all proceeds of the foregoing.

### **THE INDENTURE TRUSTEE**

Wells Fargo Bank, National Association, a national banking association ("**Wells Fargo**"), will act as indenture trustee (the "**Indenture Trustee**") under the Indenture. The Indenture Trustee's duties are limited to those duties specifically set forth in the Indenture. The Depositor and its affiliates may maintain normal commercial banking relations with the Indenture Trustee and its affiliates. The Issuer will be responsible for paying the Indenture Trustee's fees and for indemnifying the Indenture Trustee against specified losses, liabilities or expenses incurred by the Indenture Trustee in connection with the transaction documents pursuant to the Priority of Payments as described in "*The Indenture—Compensation of the Indenture Trustee; Indemnification*" and "*Description of the Notes—Priority of Payments*" in this private placement memorandum. In addition, pursuant to the Sale and Servicing Agreement, the Servicer indemnifies the Indenture Trustee against specified losses, liabilities or expenses incurred by the Indenture Trustee in connection with the Transaction Documents.

Wells Fargo has served and currently is serving as indenture trustee for numerous securitization transactions and programs involving pools of consumer receivables.

On June 18, 2014, a group of institutional investors filed a civil complaint in the Supreme Court of the State of New York, New York County, against Wells Fargo in its capacity as trustee under 276 residential mortgage backed securities ("**RMBS**") trusts, which was later amended on July 18, 2014, to increase the number of trusts to 284 RMBS trusts. On November 24, 2014, the plaintiffs filed a motion to voluntarily dismiss the state court action without prejudice. That same day, a group of institutional investors filed a putative class action complaint in the United States District Court for the Southern District of New York (the "**District Court**") against Wells Fargo, alleging claims against the bank in its capacity as trustee for 274 RMBS trusts (the "**Federal Court Complaint**"). In December 2014, the plaintiffs' motion to voluntarily dismiss their original state court action was granted. As with the prior state court action, the Federal Court Complaint is one of six similar complaints filed contemporaneously against RMBS trustees (Deutsche Bank, Citibank, HSBC, Bank of New York Mellon and US Bank) by a group of institutional investor plaintiffs. The Federal Court Complaint against Wells Fargo alleges that the trustee caused losses to investors and asserts causes of action based upon, among other things, the trustee's alleged failure to: (i) notify and enforce repurchase obligations of mortgage loan sellers for purported breaches of representations and warranties, (ii) notify investors of alleged events of default, and (iii) abide by appropriate standards of care following alleged events of default. Relief sought includes money damages in an unspecified amount, reimbursement of expenses, and equitable relief. Other cases alleging similar causes of action have been filed against Wells Fargo and other trustees in the District Court by RMBS investors in these and other transactions, and these cases against Wells Fargo are proceeding before the same District Court judge. A similar complaint was also filed May 27, 2016 in New York state court by a different plaintiff investor. On January 19, 2016, an order was entered in connection with the Federal Court Complaint in which the District Court declined to exercise jurisdiction over 261 trusts at issue in the Federal Court Complaint; the District Court also allowed plaintiffs to file amended complaints as to the remaining, non-dismissed trusts, if they so chose, and three amended complaints have been filed. On December 17, 2016, the investor plaintiffs in the 261 trusts dismissed from the Federal Court Complaint filed a new complaint in New York state court (the "State Court Complaint"). There can be no assurances as to the outcome of the litigations, or the possible impact of the litigations

on the trustee or the RMBS trusts. However, Wells Fargo denies liability and believes that it has performed its obligations under the RMBS trusts in good faith, that its actions were not the cause of any losses to investors, and that it has meritorious defenses, and it intends to contest the plaintiffs' claims vigorously.

Wells Fargo is subject to various other legal proceedings that arise from time to time in the ordinary course of business. Wells Fargo does not believe that the ultimate resolution of any of these proceedings will have a materially adverse effect on its ability to carry out its duties and obligations as indenture trustee.

The corporate trust office for the indenture trustee is located at Wells Fargo Center, 600 S. 4th Street, MAC N9300-061, Minneapolis, MN 55479, Attn: Asset Backed Securities Department. The Corporate Trust Services department of Wells Fargo will perform the duties and obligations of the Indenture Trustee under the Indenture.

The Indenture Trustee will make each Monthly Servicer Report available to the Noteholders via the Indenture Trustee's Internet website at <http://www.ctslink.com>. For assistance with regard to this service, investors may call the corporate trust office at (866) 846-4526.

Wells Fargo is a wholly-owned subsidiary of Wells Fargo & Company. A diversified financial services company, Wells Fargo & Company is a U.S. bank holding company which provides, banking, insurance, trust, mortgage and consumer finance services throughout the United States and internationally. Wells Fargo provides retail and commercial banking services and corporate trust, custody, securities lending, securities transfer, cash management, investment management and other financial and fiduciary services.

Wells Fargo is providing the foregoing information at the Depositor's request in order to assist the Depositor with the preparation of this private placement memorandum. Other than with respect to the information contained under the headings "The Indenture Trustee" and "The Back-up Servicer" which this private placement memorandum specifies Wells Fargo has provided, Wells Fargo has not participated in the preparation of this private placement memorandum or any other disclosure document and assumes no responsibility for its contents.

#### **THE OWNER TRUSTEE**

Wilmington Trust, National Association ("WTNA") (formerly called M & T Bank, National Association) — also referred to herein as "issuing entity owner trustee" or the "owner trustee"—is a national banking association with trust powers incorporated in 1995. The issuing entity owner trustee's principal place of business is located at 1100 North Market Street, Wilmington, Delaware 19890. WTNA is an affiliate of Wilmington Trust Company and both WTNA and Wilmington Trust Company are subsidiaries of Wilmington Trust Corporation.

On May 16, 2011, after receiving all required shareholder and regulatory approvals, Wilmington Trust Corporation, the parent of WTNA, through a merger, became a wholly-owned subsidiary of M&T Bank Corporation, a New York corporation.

WTNA is subject to various legal proceedings that arise from time to time in the ordinary course of business. WTNA does not believe that the ultimate resolution of any of these proceedings will have a materially adverse effect on its services as owner trustee.

WTNA is providing the foregoing information at the Depositor's request in order to assist the Depositor with the preparation of this private placement memorandum. Otherwise, the Owner Trustee has not participated in the preparation of this private placement memorandum or any other disclosure document and assumes no responsibility for its contents.

As compensation for its duties under the Trust Agreement, the Owner Trustee will be entitled to such compensation and indemnity as is described in "*The Trust Agreement—Compensation of the Owner Trustee; Indemnification of the Owner Trustee*" in this private placement memorandum.

For a description of the roles and responsibilities of the Owner Trustee, see "*The Trust Agreement*" in this private placement memorandum. For information regarding the Owner Trustee's resignation, removal and

replacement see “*The Trust Agreement—Resignation or Removal of the Owner Trustee*” below, in this private placement memorandum.

### **THE DEPOSITOR LOAN TRUSTEE AND THE ISSUER LOAN TRUSTEE**

WTNA will serve as Depositor Loan Trustee pursuant to the Depositor Loan Trust Agreement and will hold legal title to the Loans otherwise owned by the Depositor on behalf of the Depositor. WTNA will serve as Issuer Loan Trustee pursuant to the Issuer Loan Trust Agreement and will hold legal title to the Loans otherwise owned by the Issuer on behalf of the Issuer. WTNA is subject to various legal proceedings that arise from time to time in the ordinary course of business. WTNA does not believe that the ultimate resolution of any of these proceedings will have a materially adverse effect on its services as Depositor Loan Trustee or Issuer Loan Trustee, as applicable. WTNA is providing the foregoing information at the Depositor’s request in order to assist the Depositor with the preparation of this private placement memorandum. Otherwise, WTNA, as the Depositor Loan Trustee and the Issuer Loan Trustee, has not participated in the preparation of this private placement memorandum or any other disclosure document and assumes no responsibility for its contents. As compensation for its duties under the Depositor Loan Trust Agreement and the Issuer Loan Trust Agreement, the Depositor Loan Trustee and the Issuer Loan Trustee, respectively, will be entitled to such compensation and indemnity as is described in “*The Loan Trust Agreements*” in this private placement memorandum. For a description of the roles and responsibilities of the Depositor Loan Trustee and the Issuer Loan Trustee and for information regarding the resignation, removal and replacement of the Depositor Loan Trustee and the Issuer Loan Trustee, see “*The Loan Trust Agreements*” in this private placement memorandum.

### **THE BACK-UP SERVICER**

Wells Fargo will act as the Back-up Servicer under the Back-up Servicing Agreement.

Wells Fargo is a national banking association and its principal offices are located at 600 S. 4th Street, MAC N9300-061, Minneapolis, Minnesota 55479. The Corporate Trust Services department of Wells Fargo will perform the duties and obligations of the Back-up Servicer under the Back-up Servicing Agreement.

Wells Fargo is providing the foregoing information at the Depositor’s request in order to assist the Depositor with the preparation of this private placement memorandum. Other than with respect to the information contained under the headings “The Indenture Trustee” and “The Back-up Servicer” which this private placement memorandum specifies Wells Fargo has provided, Wells Fargo has not participated in the preparation of this private placement memorandum or any other disclosure document and assumes no responsibility for its contents.

Pursuant to the Back-up Servicing Agreement, if the Back-up Servicer consolidates with, merges or converts into, or transfers or sells all or substantially all of its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act will be the successor Back-up Servicer. Notwithstanding the foregoing, in the event that such merger, conversion, transfer or sale would result in a reduction or withdrawal of a Rating Agency’s existing rating of any Class of Notes, the Servicer may terminate the rights and obligations (other than those which by their terms survive) of the Back-up Servicer; *provided*, that a successor Back-up Servicer (i) acceptable to the Indenture Trustee (acting at the written direction of the Required Noteholders) or (ii) in the absence of such written direction of the Required Noteholders, satisfies the Rating Agency Notice Requirement and is acceptable to the Servicer has been appointed and has assumed the responsibilities of the Back-up Servicer.

If the Back-up Servicer, as Successor Servicer, consolidates with, merges or converts into, or transfers or sells all or substantially all of its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act will be the successor to and substituted for the Servicer for all purposes under the Sale and Servicing Agreement.

Under the Back-up Servicing Agreement, the Back-up Servicer will perform back-up servicing duties including receiving the monthly pool data, conducting periodic on-site visits, confirming the accuracy of certain calculations on the monthly servicer reports and becoming Successor Servicer if SFC is terminated as Servicer for any reason or resigns (other than in connection with an assignment permitted under the terms of the Sale and Servicing



Agreement), in either case, in accordance with the Sale and Servicing Agreement. The Servicer will be responsible for indemnifying the Back-up Servicer against specified losses, liabilities or expenses incurred by the Back-up Servicer in connection with the transaction documents, including any such losses, liabilities or expenses incurred in connection with the transfer of servicing to the Back-up Servicer. To the extent these indemnification amounts are not paid by the Servicer, they will be payable out of Available Funds as described in “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing and Other Compensation and Payment of Expenses*” and “*Description of the Notes—Priority of Payments*” in this private placement memorandum. For more information regarding the Back-up Servicing Agreement see “*The Sale and Servicing Agreement and the Back-up Servicing Agreement*” in this private placement memorandum.

For information regarding the transfer of servicing duties to the Back-up Servicer see “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Rights Upon Servicer Default*,” “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Resignation of the Servicer*” and “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Assumption of Servicing by the Back-up Servicer*” below in this private placement memorandum. For information regarding the Back-up Servicer’s resignation, removal and replacement see “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Back-up Servicer Termination Events*,” “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Rights Upon Back-up Servicer Termination Events*” and “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Resignation of the Back-up Servicer*” in this private placement memorandum.

## THE SERVICER AND PERFORMANCE SUPPORT PROVIDER

SFC was incorporated in Indiana in 1927 as successor to a business started in 1920. SFC, formerly known as American General Finance Corporation, is a financial services holding company, engaged in the consumer finance and insurance businesses, which as of March 31, 2017, had total assets of \$9.9 billion.

SFC is a wholly owned subsidiary of Springleaf Finance, Inc., an Indiana corporation (“**SFI**”). SFI is a wholly owned subsidiary of OneMain Holdings, Inc., a Delaware corporation (“**OMH**”), which completed the initial public offering of its common stock in October 2013. As of March 31, 2017, Springleaf Financial Holdings, LLC (“**SFH**”), a Delaware limited liability corporation, owned approximately 57% of OMH’s common stock. SFH is owned primarily by (i) a private equity fund managed by Fortress Investment Group LLC and (ii) AIG Capital Corporation, a subsidiary of American International Group, Inc. OMH, together with its subsidiaries, are sometimes referred to herein generally as “**OneMain**.”

SFC provides personal loans to primarily non-prime customers through its network of over 600 branch offices in 28 states (the “**SFC Branch Network**”). SFC, through its affiliated insurance companies, writes credit and non-credit insurance policies covering its customers and the property pledged as collateral for its loans. SFC also pursues strategic acquisitions of loan portfolios. The majority of SFC’s operations involve decentralized branch based lending; however, Springleaf does maintain centralized support operations.

On November 15, 2015, OMH completed its acquisition of OMFH from CitiFinancial Credit Company, a wholly-owned subsidiary of Citigroup Inc., in an all cash transaction pursuant to a stock purchase agreement. OMFH, through its subsidiaries, provides personal loans primarily to non-prime customers through a network of nearly 1,100 branch offices (the “**OMFH Branch Network**” and collectively with the SFC Branch Network, the “**Branch Network**”).

As a result of the OneMain Acquisition, OneMain provides personal loans primarily to non-prime customers through the Branch Network of nearly 1,700 branch offices in 44 states as of March 31, 2017, and on a centralized basis as part of its centralized operations and its iLoan platform (its online consumer loan origination business). OneMain also writes credit and non-credit insurance policies covering its customers and the property pledged as collateral for its personal loans.

SFC, in its capacity as the Servicer, will be responsible for ensuring that the Loans are serviced in accordance with the terms of the Sale and Servicing Agreement. The Servicer may delegate its servicing duties to one or more other entities, but doing so does not in any way relieve the Servicer from any of its obligations to service the Loans in accordance with the terms and conditions of the Sale and Servicing Agreement, and the Servicer shall be primarily

liable for such obligations. The Servicer expects to effectuate its obligations as Servicer under the Sale and Servicing Agreement primarily by delegating its servicing obligations to the Sellers or their Affiliates, who will subservice the Loans through their respective branches or at a central location.

The Servicer may assign part or all of its obligations and duties as Servicer under the Sale and Servicing Agreement to an Affiliate of the Servicer so long as (x) such entity is an Eligible Servicer as of such assignment, (y) the Performance Support Provider shall have fully guaranteed the performance of the obligations and duties of the Affiliate in such capacity, pursuant to the Performance Support Agreement and (z) the Servicer reasonably determines that such assignment will not materially adversely affect the interests of any Class of Noteholders.

Under the Sale and Servicing Agreement, the Servicer is not permitted to consolidate with or merge into any other entity or sell its properties and assets substantially as an entirety to any Person, unless:

- (i) (A) the entity formed by such consolidation or merger (if other than the Servicer) or the transferee of the properties and assets of the Servicer shall be an Eligible Servicer (after giving effect to such consolidation, merger or transfer) and (B) such surviving entity expressly assumes, by written agreement, the performance of every covenant and obligation of the Servicer under each other Transaction Document to which it is a party;
- (ii) the Servicer or the surviving or transferee entity, as the case may be, has delivered to the Issuer, the Issuer Loan Trustee, the Indenture Trustee, the Depositor and the Depositor Loan Trustee (A) a certificate of an officer of the Servicer or such entity, as applicable, as to compliance with the foregoing conditions (other than status as an Eligible Servicer) and (B) a certificate of an officer of the Servicer or such entity, as applicable, and an Opinion of Counsel as to enforceability of the assumption agreement; and
- (iii) the Servicer shall have given the Rating Agencies notice of such consolidation, merger or transfer or assets.

In its capacity as Performance Support Provider under the Performance Support Agreement, SFC will be obligated to fulfill the obligations of the Sellers, at any time an Affiliate of SFC is the Administrator, the Administrator and, at any time an Affiliate of SFC is the Servicer, the Servicer under the Loan Purchase Agreement, the Sale and Servicing Agreement and the other Transaction Documents to the extent a Seller, the Administrator, if applicable, or the Servicer, if applicable, fails to do so. See “*Risk Factors—OneMain’s Financial Strength May Affect the Ability of the Servicer, the Sellers and Their Affiliates to Perform Their Obligations and the Ability of the Sellers to Originate New Loans*” in this private placement memorandum.

#### **THE ADMINISTRATOR**

SFC will serve as the Administrator under the Administration Agreement. Pursuant to the Administration Agreement, the Issuer and the Issuer Loan Trustee will engage SFC, as Administrator, and the Depositor to perform, on behalf of the Issuer and the Issuer Loan Trustee, certain of the covenants, duties and obligations of the Issuer and the Issuer Loan Trustee under the Indenture, the Issuer Loan Trust Agreement and the other Transaction Documents. See “*The Administration Agreement*” in this private placement memorandum.

#### **SPRINGLEAF CONSUMER LOAN BUSINESS**

The following is a brief description of Springleaf’s consumer loan business as of the Closing Date, including a general description of the underwriting and servicing policies and procedures customarily and currently employed with respect to personal loans, as set forth in the Credit and Collection Policy in effect as of the Closing Date. There can be no assurance that Springleaf’s consumer loan business will not change over time. Additionally, the Credit and Collection Policy is permitted to be modified from time to time without Noteholder consent, subject only to a covenant not to modify the Credit and Collection Policy in any manner that could reasonably be expected to result in the occurrence of an Early Amortization Event or Event of Default, except as required by Requirements of Law or as ordered by a court of competent jurisdiction or other Governmental Authority. In addition, as part of the OneMain

Acquisition, Springleaf has made and will likely continue to make various changes to its Credit and Collection Policy in order to facilitate the integration. See *“Risk Factors—Modifications to the Credit and Collection Policy May Result in Changes to the Performance of the Loan Pool and the Servicing of the Loans”* in this private placement memorandum.

Springleaf originates personal loans through its network of over 600 branch offices in 28 states as of March 31, 2017. Springleaf’s personal loans are typically non-revolving with a fixed-rate and a fixed, original term of two to five years. These personal loans are unsecured or secured by collateral consisting of titled personal property (such as automobiles), consumer household goods or other items of personal property. Any personal loan included in the Loan Pool that was previously a Revolving Loan has passed its term of permitted additional draws and is now amortizing. Demographically, the average customer was 49 years old, had an average household income of \$43,500 and was a homeowner with an average of 11 years length of residence. As of March 31, 2017, the personal loan portfolio of SFC and the Sellers (other than OMCLI) was approximately \$3.64 billion of which approximately 47% (by dollar amount) was secured by “hard” collateral, such as an automobile, and the remainder was unsecured or secured by consumer goods or other items of personal property. However, there can be no assurance that the Loan Pool will reflect these demographics at the Closing Date or at any time after the Closing Date or that the demographics of the Loan Pool will not change materially over time.

In the consumer finance industry, customers are described as prime or near-prime (more creditworthy) at one extreme and non-prime or sub-prime (less creditworthy) at the other. Springleaf customers’ incomes are generally near the national median, but may vary from national norms as to their debt-to-income ratios, employment and residency stability, and credit repayment histories. Springleaf customers are typically considered non-prime or sub-prime and require significantly higher levels of servicing than prime or near-prime customers. As a result, customers are charged higher interest rates to compensate Springleaf for the related credit risks and servicing.

Springleaf’s extensive branch network helps solicit new prospects by facilitating its “high-touch” servicing approach for personal loans due to the geographical proximity that typically exists between its branch offices and its customers. Springleaf customers often develop a relationship with their local office representatives, which Springleaf believes not only improves the credit performance of its personal loans but also leads to additional lending opportunities.

Springleaf solicits new customers through its extensive branch network. Springleaf also solicits new prospects, as well as current and former customers, through a variety of channels, including print and online advertisements and direct mail offers. Springleaf’s data warehouse is a central, proprietary source of information regarding current and former customers. Springleaf uses this information to tailor offers to specific customers. In addition to internal data, Springleaf purchases lists and referrals of new potential borrowers from major vendors based on predetermined selection criteria. Mail solicitations include invitations to apply for personal loans and pre-qualified offers for personal loans.

During 2013, Springleaf established a merchant referral program under which merchants refer their customers to Springleaf and Springleaf originates a loan directly to the merchant’s customers to facilitate a retail purchase. Springleaf believes this approach allows Springleaf to apply its proprietary underwriting standards to these loans rather than relying on the merchant’s underwriting standards. In addition, it gives Springleaf direct access to the customer, which gives its branches the opportunity to build a relationship with the customer that could lead to opportunities to offer additional products and services, including insurance products. Springleaf is actively soliciting new relationships with merchants, and Springleaf believes that this referral program provides Springleaf with a significant opportunity to grow its customer base and increase its finance receivables revenue.

In addition to personal loans, Springleaf’s branch offices offer credit and non-credit insurance (life, accident and health insurance and involuntary unemployment insurance). Credit and non-credit insurance is provided by Affiliates of SFC. If required by applicable law, certain branch personnel are licensed to offer insurance products. In the event that a loan obligor elects to purchase any credit insurance from a Springleaf affiliate in connection with the origination of a personal loan, the applicable Seller is named as a beneficiary, and any proceeds thereof are paid to such Seller in such capacity. In addition, Springleaf’s standard forms of loan agreement contain a provision pursuant to which the borrower assigns to the applicable Seller his or her rights to the proceeds of any collateral protection insurance covering property securing the related personal loans and any other rights under such insurance, up to the

total amount due under the personal loan agreement. The Sellers will assign to the Depositor their rights to all such insurance proceeds with respect to the Loans, pursuant to the Loan Purchase Agreement, and the Depositor, in turn, will assign those rights to the Issuer, pursuant to the Sale and Servicing Agreement. However, the Servicer does not monitor whether a Loan Obligor maintains collateral protection insurance unless the Loan Principal Balance of the Loan is at least \$6,000.

Additionally, effecting renewals of personal loans for current personal loan borrowers who have demonstrated their ability and willingness to repay amounts owed to Springleaf into new and larger personal loans is an important part of Springleaf’s branch lending business. Springleaf also may renew a delinquent personal loan if the related borrower meets current underwriting criteria and Springleaf determines that it does not appear that the cause of past delinquency will affect the repayment of the new personal loan. In determining whether to grant a renewal of a personal loan, regardless of whether the borrower’s account is current or delinquent, Springleaf employs the same credit risk underwriting process as it would for an application from a new customer.

The Servicer expects to effectuate its obligations as Servicer under the Sale and Servicing Agreement primarily by delegating its servicing obligations to the Sellers or their Affiliates who will subservice the Loans through their respective branches or at a central location. Each branch office is under the supervision of the branch manager (the “**Branch Manager**”). As of May 31, 2017, Branch Managers, on average, have been with SFC for 13.3 years. All servicing and collection activity is conducted and documented on the Customer Lending and Solicitation System (“**CLASS**”), a proprietary system which logs and maintains, within Springleaf’s centralized information systems, a permanent record of all transactions and notations made with respect to the servicing and/or collection of a personal loan and is also used to assess a personal loan application as further described below under “*Underwriting Standards—Loan Application*” in this private placement memorandum. CLASS permits all levels of branch and centralized management to review on a daily basis the individual and collective performance of all branches for which they are responsible.

Branch Managers report to a district manager (“**District Manager**”). Each District Manager is responsible for approximately 8 individual branch offices. These branch offices typically are geographically proximate to one another, allowing for frequent onsite visits and reviews of such branch offices by the applicable District Manager. District Managers, on average, have been with Springleaf for 18.9 years. Springleaf’s directors of operations (each, a “**Director of Operations**”) typically oversee fifteen to twenty District Managers and have been with Springleaf, on average, 29 years.

### Delinquency and Charge-off Experience

The following table sets forth the delinquency and credit loss experience of Springleaf (excluding OMCLI) on its aggregate personal loan portfolio for the periods ended as specified below.

<b>Hard Secured and Unsecured Personal Consumer Loans</b>									
<b>Portfolio Delinquency, Credit Loss and Revenue Experience</b>									
	<i>Three Months Ended</i>	<i>Year-Ended</i>							
	03/31/17	12/31/16	12/31/15	12/31/14	12/31/13	12/31/12	12/31/11	12/31/10	12/31/09
<b>Number of Loans Outstanding</b>	801,231	833,603	949,831	894,131	837,222	767,555	779,651	775,451	840,713
<b>Unpaid Loan Principal Balance (UPB) of Loans Outstanding (in millions)</b>	\$3,641.8	\$3,687.6	\$3,863.7	\$3,510.0	\$3,104.0	\$2,609.5	\$2,654.6	\$2,651.5	\$3,089.4
<b>UPB of Loans Past Due (in millions)</b>									
<b>30 - 59 days</b>	\$46.5	\$51.6	\$66.1	\$51.9	\$44.8	\$37.8	\$32.0	\$40.8	\$63.7
<b>60 - 89 days</b>	\$33.3	\$37.6	\$42.3	\$34.8	\$26.9	\$20.6	\$20.4	\$25.1	\$39.8
<b>Over 89 days</b>	\$84.8	\$104.3	\$103.7	\$75.0	\$56.3	\$57.4	\$63.7	\$80.5	\$120.4

<b>Loans Past Due as a % of UPB</b>									
<b>30 - 59 days</b>	1.28%	1.40%	1.71%	1.48%	1.44%	1.45%	1.21%	1.54%	2.06%
<b>60 - 89 days</b>	0.91%	1.02%	1.10%	0.99%	0.87%	0.79%	0.77%	0.95%	1.29%
<b>Over 89 days</b>	2.33%	2.83%	2.68%	2.14%	1.81%	2.20%	2.40%	3.04%	3.90%
<b>Aggregate Net Losses (in millions)</b>	\$71.7	\$275.3	\$211.5	\$166.0	\$126.9	\$90.1	\$101.7	\$174.8	\$288.3
<b>Net losses as a % of UPB</b>	7.87%	7.47%	5.47%	4.73%	4.09%	3.45%	3.83%	6.59%	9.33%
<b>Weighted Average Coupon</b>	26.57%	26.79%	27.49%	27.28%	26.58%	24.83%	23.30%	22.43%	21.50%

## UNDERWRITING STANDARDS

The following is a brief description of the underwriting policies and procedures used by OneMain, including Springleaf, as of the Closing Date to underwrite personal loans. Historically, OneMain has modified these underwriting policies and procedures from time to time in order to comply with state and federal legal requirements and in other manners designed to enhance its personal loan business. There can be no assurance that these underwriting policies and procedures will not change materially over time after the Closing Date. In addition, as OneMain identifies new processes and tools that may increase the accuracy and effectiveness of the servicing and collection process, OneMain may implement such processes and tools. In addition, the underwriting policies and procedures described below are intended to be general descriptions of the policies and procedures that are applied in substantially all cases, but there may be cases in which there are exceptions with respect to the approval of particular loans. Moreover, OneMain may modify the Credit and Collection Policy without Noteholder consent, subject only to a covenant not to modify the Credit and Collection Policy in any manner that could reasonably be expected to result in the occurrence of an Early Amortization Event or Event of Default, except as required by Requirements of Law or as ordered by a court of competent jurisdiction or other Governmental Authority. In addition, as part of the OneMain Acquisition, Springleaf has made and will likely continue to make various changes to its Credit and Collection Policy in order to facilitate the integration. See “*Risk Factors—Modifications to the Credit and Collection Policy May Result in Changes to the Performance of the Loan Pool and the Servicing of Loans*” in this private placement memorandum.

Underwriting standards are applied by OneMain to evaluate the prospective borrower’s credit standing, repayment ability, and the value and adequacy of any collateral for a personal loan. OneMain uses a combination of credit review and income and stability analysis in conjunction with a calculation of the customer’s cash flow and budget (including existing required debt service and other obligations) and a review of OneMain’s prior experience (if any) with a prospective borrower to determine what OneMain believes to be a prospective borrower’s ability and willingness to make the required payments in respect of the personal loan. As part of its underwriting process, OneMain assigns an interest rate for each personal loan to reflect the outcome of the evaluation of relative risk generally based upon: (i) an internal credit grade (if any), (ii) the value of any collateral securing such personal loan, and (iii) the personal loan size. OneMain evaluates the application and personal loan package based upon both the applicable risk level and other characteristics of the application.

In the event of any Renewal, the Renewal Loan would be subject to the same underwriting policies and procedures as any origination of a new personal loan to a new borrower. See “*Springleaf Consumer Loan Business*” and “*Risk Factors—Renewals May Change the Characteristics of the Loan Pool*” in this private placement memorandum.

OneMain has from time to time acquired portfolios of personal loans that were originated by third parties not affiliated with OneMain after having determined that the applicable acquisition was consistent with OneMain’s business goals. In connection with the acquisition of a portfolio of Third-Party Originated Loans, OneMain typically does not re-underwrite each Third-Party Originated Loan pursuant to its own underwriting criteria in effect at the time of acquisition, and therefore would not undertake the actions described below with respect to such Third-Party Originated Loans. Instead, OneMain’s diligence with respect to a portfolio of Third-Party Originated Loans to be acquired typically has involved a review of aggregate performance data with respect to such portfolio as well as review of the underwriting, origination and compliance policies and procedures applied by the applicable originator and its affiliates with respect to the Third-Party Originated Loans included in such portfolio. OneMain also typically has

undertaken a more detailed review of loan files relating to a representative sample of the Third-Party Originated Loans included in a portfolio to be acquired, focusing on documentation terms and practices as well as performance and servicing history and compliance issues. Following acquisition, the personal loans in an acquired portfolio are integrated into the overall OneMain personal loan portfolio and serviced in the same manner as personal loans originated by OneMain.

### **Loan Application**

A prospective borrower applying for a personal loan is required to complete a loan application. The application is designed to provide OneMain with pertinent credit information with regard to the applicant's liabilities, income, credit history, employment history and personal information. With respect to present and former customers, this review would include an evaluation of OneMain's prior experience with such applicant. Applicant information, such as previously used names, is also collected and entered into CLASS in order to determine whether OneMain had a prior relationship with such applicant. In certain circumstances, OneMain will permit a co-applicant with respect to a personal loan and, in these instances, OneMain generally takes the same actions with respect to such co-applicant as it does with respect to a single applicant.

OneMain employees, in accordance with the Credit and Collection Policy, verify the identity of applicants by reviewing their driver's licenses or other form of government issued identification. Employment information is also typically verified as further described below.

Applicants may complete the personal loan application through a local branch office or through the Internet. For a customer who applies at a branch office, information is entered by a OneMain employee into an on-line loan application system which allows for the purchase of a full credit bureau report from a nationally-recognized credit bureau. After such credit bureau report is obtained, an internal proprietary Risk Level (as defined herein) is systemically calculated and populated in CLASS, and a recommended loan approval amount may be automatically assigned in CLASS. This Risk Level is based upon a number of factors, including the applicant's credit history (the number and types of credit lines and the utilization and repayment performance of each) as depicted in such credit bureau report. For a customer who applies through the Internet, information is entered by the customer. This information is then passed to CLASS, and the internal proprietary Risk Level is assigned as described above. Certain high risk applicants are automatically declined, and for the remainder, a credit report from a nationally-recognized credit bureau is obtained and the application, along with such credit report and the internal proprietary risk level (if any), is forwarded to a OneMain branch office (based on the customer's address) or to a central location for processing in the same manner described above for an applicant who applies at a branch office. In some cases, a prospective borrower who submits an application through the Internet may receive a conditional pre-approval at the time an internal proprietary risk level is assigned, subject generally to verification of the borrower's identification, income and net disposable income by a OneMain branch office or central facility.

### **Borrower Identification and Anti-Fraud Policies**

As part of the personal loan application process, the applicant is required to provide (i) one form of primary identification consisting of a valid, government-issued photo identification card, which may include the customer's driver's license, state identification card, military identification or passport or (ii) two forms of secondary identification, which may include a government-issued non-photo identification card, birth certificate, social security card, pay stub or other acceptable form of identification. Any pay stub that is received is compared to other personal identification and financial information provided by the applicant for deviations or variations. Each applicant's current, and in some cases former, residence is verified by checking with landlords, mortgage holders, telephone directories, employers, utility bills and/or credit reports. OneMain also collects two years of residence history for each applicant.

In the event OneMain's personnel receive an initial alert, an active duty alert, a credit freeze or a fraud alert from the credit bureau during the application process, such personnel are not permitted to extend credit to the applicant unless the applicant's identity, address, employment and credit information can be verified.

## **Lending Approval Limits**

Lending approval limits for OneMain employees are established on an individual basis. The criteria for determining any single employee's lending approval limit is based upon such employee's level of experience and demonstrated lending judgment as evidenced by past performance. Approval limits for each Branch Manager and District Manager are reviewed by the Director of Operations at least once per year. Incentive compensation for OneMain employees is conditioned in significant part upon achieving and maintaining established loan delinquency performance goals.

## **Net Disposable Income**

One of the basic elements of the OneMain's underwriting approach is evaluating whether a prospective borrower has sufficient income to support the debt service for the personal loan in addition to such borrower's other debt and other obligations. Accordingly, in contrast to many lenders who underwrite personal loans based solely on a borrower's gross income, in order to obtain a more complete understanding of the applicant's overall budget when originating a personal loan, OneMain calculates the applicant's net disposable income available to support such personal loan by subtracting all identified debt service and other obligations it is able to document during the origination process, including taxes, utilities, automotive expenses, childcare and alimony and/or child support payments from the applicant's gross (pre-tax) income. This underwriting analysis allows OneMain to generally determine whether the applicant has sufficient remaining cash flow to make the payments on the prospective new personal loan.

## **Income Verification**

Loans, other than Third-Party Originated Loans, are originated under full income documentation programs based on the Credit and Collection Policy in effect at the time of origination of such Loans. Full income documentation is defined under the Credit and Collection Policy as of the Closing Date as follows: (i) wage earners must provide copies of their most recent paycheck stubs, (ii) non-wage earners (for example retirees) must provide copies of the most recent signed tax returns or bank statements verifying regular direct deposits and/or benefit award letters and (iii) self-employed applicants must provide signed tax returns for the last tax year and bank statements for the most current three months. Sources of income not supported by the aforementioned documentation are generally not given credit in the underwriting process absent an exception approved by a District Manager or centralized underwriting personnel.

## **Employment Verification**

OneMain generally obtains evidence to verify an applicant's current, and in some cases, former employment. Employment history of each applicant for the previous two years is also collected. To verify employment, OneMain may contact the applicant's employer to verify employment status (e.g., full-time or part-time), job title, the length of employment of the applicant with such employer and the applicant's current salary paid by such employer. If OneMain cannot verify employment through the applicant's employer, OneMain may verify employment through review of the applicant's recent tax returns, other tax forms (e.g. W-2 forms), current pay stubs or bank statements. If a consumer is self-employed, OneMain may use recent tax returns, bank statements and other relevant information to verify the applicant's self-employed status before a personal loan is approved.

## **Credit Reporting**

OneMain requires a credit report on each applicant for a personal loan from a nationally-recognized credit reporting bureau. The credit report typically contains information relating to such applicant's credit history with local and national merchants and lenders, installment debt payments and a record of any defaults, bankruptcy, repossession, suits or judgments. All adverse information included in a credit report that OneMain determines to be material with respect to legal actions and payment history is required to be satisfactorily explained by the applicant.

## **Determining Applicant Risk Level and Proprietary Credit Score**

OneMain generally uses the information it obtains in the manner described under “—*Net Disposable Income*,” “—*Income Verification*,” “—*Employment Verification*” and “—*Credit Reporting*” in order to determine an internal risk level (a “**Risk Level**”) based upon a proprietary credit model (the “**Risk Scoring Model**”) that is used in underwriting the personal loan. As of the Closing Date, the Risk Levels are (from the highest and most creditworthy to the lowest and least creditworthy): S, P, A, B, C, D and E. The Risk Level that a borrower is assigned determines the loan terms and whether additional approval is required before a personal loan is approved. However, certain personal loans are not assigned a Risk Level, typically because of insufficient information, and such loans are considered to have “No Risk Level” or a Risk Level of “F”.

The Risk Scoring Model used by OneMain to make credit decisions and determine loan terms may change from time to time. With respect to each Loan in the Loan Pool, OneMain generally will have assigned a Risk Level based upon the Risk Scoring Model in effect at the time the Loan was originated. The Risk Level will be determined based upon applicant information at the time of origination of a Loan (including a Renewal Loan originated in connection with a Renewal) and will not be changed over time with respect to that Loan.

## **Collateral**

Once OneMain has completed its evaluation of a customer’s ability and willingness to repay a personal loan, OneMain typically attempts to obtain the borrower’s pledge of collateral as security for the personal loan because: (i) the possible loss of the collateral creates a strong incentive for the borrower to repay the personal loan; and (ii) tangible collateral may be repossessed and sold to mitigate losses if the borrower fails to repay the personal loan. Acceptable collateral on personal loans includes automobiles or other titled assets and non-titled personal property. A physical inspection by OneMain personnel is required for all titled assets securing Hard Secured Loans before the related personal loan is originated. This inspection is documented as a part of the personal loan application and is accompanied by pictures of the collateral and documentation of the value (for example, in the case of automobiles and other titled vehicles, such documentation typically is the value set forth in the most recently published National Automobile Dealers Association guide). Guidelines for the age of collateral and the term of the loan are documented in loan authority limits available on OneMain’s on-line systems. In the event of an unresolved default by the loan obligor, titled collateral is generally repossessed after other collection efforts have been unsuccessful, but other collateral generally is not. See “*Risk Factors—There May be Limited, Insufficient or No Collateral Securing a Loan Obligor’s Obligations Under a Loan*” and “*Risk Factors—Recovery under Collateral Protection Insurance for Collateral Securing Hard Secured Loans May Not Be Available or May be Inadequate*” in this private placement memorandum.

## **Collateral Protection Insurance**

OneMain’s standard forms of loan agreement contain a provision pursuant to which the borrower is required to maintain collateral protection insurance and assigns to OneMain the borrower’s rights to the proceeds of any collateral protection insurance covering a Titled Asset securing a Hard Secured Loan and any other rights under such insurance, up to the total amount due under the related loan agreement. If the borrower fails to keep adequate insurance coverage in force until all amounts owed to OneMain are repaid, OneMain may, though it is not required to, at the borrower’s expense, purchase insurance coverage to protect the OneMain’s interest in the applicable Titled Asset. OneMain does not lender-place insurance where the principal balance of the Hard Secured Loan is less than \$6,000 or the underlying Titled Asset has an estimated market value of less than \$6,000. The Sellers will assign to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor their rights to all such insurance proceeds with respect to the Loans pursuant to the Loan Purchase Agreement, and the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, in turn, will assign those rights to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, pursuant to the Sale and Servicing Agreement. OneMain may, in its sole discretion, discontinue the practice of lender-placing insurance with respect to all or any Loans at any time.

## **Loan Closings**

As of the Closing Date, personal loan closings can be conducted in a branch office by qualified branch personnel or through an eSignature process at a branch or through the Internet. All required documentation for



personal loans generally is reviewed prior to and after the related personal loan closing to ensure accuracy, proper completion, and satisfaction of any conditions to closing set forth in the loan approval. As of the Closing Date, personal loans with respect to personal loan applications received through the Internet are closed at a branch in reasonable proximity to the customer's residence or by eSignature (electronic signature) process through the Internet. Loan proceeds may be delivered to the personal loan borrower by delivery of a printed check to such personal loan borrower at the loan closing, by delivery of a printed check to such personal loan borrower's verified residence or through an ACH funding process. In addition, OneMain may deliver all or a portion of the proceeds of a loan, at the option of the personal loan borrower, via a pre-paid debit card issued by a third party vendor. Disclosures regarding the terms of the card, including details of all applicable fees, are provided to the personal loan borrower prior to its acceptance of the prepaid card product. It is not possible at this early stage to predict whether the existing trials will be continued or extended to more states, whether the program will be implemented on a permanent basis or what percentage of OneMain personal loan borrowers will select this disbursement option. To the extent implemented and in operation, the pre-paid debit card disbursement option subjects OneMain to new state and federal compliance requirements, the failure to comply with which could result in regulatory action against OneMain and/or impairment of the related loans. See "*Risk Factors—Consumer Protection Laws and Contractual Restrictions*" in this private placement memorandum.

### **Compliance with Local, State and Federal Lending Laws**

OneMain maintains robust systems and operational controls in an effort to ensure compliance with applicable federal and state lending laws. These systems and controls are supported by OneMain's legal, regulatory compliance and internal audit functions.

### **Insurance Products**

OneMain engages in the insurance business to supplement its consumer finance business through Merit Life Insurance Co., Yosemite Insurance Company, American Health and Life Insurance Co. and Triton Insurance Company, each of which is a wholly-owned subsidiary of OMH. These subsidiaries offer credit and non-credit insurance (life, accident and health and involuntary unemployment) to all eligible branch customers. OneMain's consumer lending specialists, who, where required by applicable law, are licensed to offer insurance products, explain OneMain's insurance products to the customer at the time of application and at the closing of the personal loan. The customer then determines in its sole discretion whether to purchase any of these products.

A credit life insurance policy insures the life of the borrower in an amount typically equal to the unpaid balance of the personal loan and provides for payment to the lender of the personal loan in the event of the borrower's death. A credit accident and health insurance policy provides scheduled monthly personal loan payments to the lender during the borrower's disability due to illness or injury. Involuntary unemployment credit insurance policies provide payment of the originally scheduled monthly personal loan payments to the lender during the borrower's involuntary unemployment. The borrower's purchase of insurance is voluntary, and a borrower's decision whether to purchase any such insurance has no impact on OneMain's decision to approve or decline a personal loan application. Customers generally finance the credit insurance premiums as part of their personal loans.

## **SERVICING STANDARDS**

SFC's primary servicing activities with respect to the Loans are described above under "*The Servicer and Performance Support Provider*" and "*The Sellers*" in this private placement memorandum.

The following is a brief description of the servicing policies and procedures used by OneMain, including SFC, as of the Closing Date to service personal loans, including the Loans. Historically, OneMain has modified these servicing policies and procedures from time to time in order to comply with state and federal legal requirements and in other manners designed to enhance its personal loan business. In addition, as OneMain identifies new processes and tools that may increase the accuracy and effectiveness of the servicing and collection process, OneMain may implement some of such processes and tools. There can be no assurance that these policies and procedures will not change materially over time after the Closing Date. In addition, the servicing policies and procedures described below are intended to be general descriptions of the policies and procedures that are applied in substantially all cases, but there may be cases in which there are exceptions with respect to the servicing of particular loans. Moreover, OneMain

may modify the Credit and Collection Policy without Noteholder consent, subject only to a covenant not to modify the Credit and Collection Policy in any manner that could reasonably be expected to result in the occurrence of an Early Amortization Event or Event of Default, except as required by Requirements of Law or as ordered by a court of competent jurisdiction or other Governmental Authority. In addition, as part of the OneMain Acquisition, OneMain has made and will likely continue to make various changes to its Credit and Collection Policy in order to facilitate the integration. See “*Risk Factors—Modifications to the Credit and Collection Policy May Result in Changes to the Performance of the Loan Pool and the Servicing of Loans*” in this private placement memorandum. Additionally, in the event that the Back-up Servicer becomes Successor Servicer, it will not be required to follow these servicing policies and procedures. See “*Risk Factors—Modifications to the Credit and Collection Policy May Result in Changes to the Performance of the Loan Pool and the Servicing of Loans*” and “*Risk Factors—Replacement of the Servicer, or Inability to Replace the Servicer or Inability of the Sellers to Assist in Servicing the Loans Could Result in Reduced Payments on the Notes*” in this private placement memorandum.

### **Servicing Locations**

OneMain generally services each personal loan either at an individual branch office location or at a central location or using a combination of branch and centralized servicing personnel. When a loan becomes three (3) payments past due, the Servicer generally transfers servicing of such loan to one of its centralized servicing facilities located in Evansville, Indiana, London, Kentucky, Fort Mill, South Carolina or Tempe, Arizona. The Servicer may transfer servicing of loans to other centralized servicing facilities in the future. Servicing with respect to a loan may be centralized before such loan becomes three (3) payments past due if an account has been referred for litigation, bankruptcy or repossession. If an account has a pending insurance claim, the servicing of such loan may not be centralized until such loan is four (4) payments past due. In the future, the Servicer may determine that Loans that are fewer than three (3) payments past due should also be serviced on a centralized basis if it determines centralized servicing is more effective and efficient.

### **Records Management and Storage**

The customer loan file for each personal loan is generally maintained at the applicable branch office location where such personal loan was originated. If servicing of a personal loan is transferred from one branch office to another, the loan files relating to such personal loan are generally transferred to such other branch office. If servicing of a personal loan is centralized, the loan files will generally be transferred to a central facility for storage. OneMain maintains customer loan files in each location in accordance with the Credit and Collection Policy.

OneMain has developed systems to permit it to originate personal loans in electronic form through the use of an electronic signature system comprised of proprietary and third party software run on OneMain hardware. The electronic signature system stores an active PDF e-contract that contains evidentiary data and is sealed by a third party certification as the “original” or single authoritative copy of such e-contract. Any subsequent copy made of the e-contract will be a flattened PDF that does not contain evidentiary data and will be watermarked “COPY.” The applicable OneMain originator is recorded as the owner of the “original” e-contract and the applicable systems do not permit such “original” e-contract to be amended or transferred to another owner without the participation of the OneMain originator.

See also “*Risk Factors—There Are Risks to Noteholders Because the Loan Agreements Will Not Be Delivered to the Issuer*” in this private placement memorandum.

### **Billing and Payments**

Personal loan borrowers are sent billing statements each month showing their account information along with directions for making their payments. With the billing statement, a borrower is sent a return envelope that is pre-addressed for delivery to one of OneMain’s three lockbox processing sites (located in Cincinnati, Los Angeles, and St. Louis), each of which is managed by the same national bank. In addition to mailing payments to lockboxes, borrowers may make payments on personal loans by check or money order, or they may also mail payments to a OneMain branch office. Borrowers may also make or initiate their payments through OneMain’s website, including by debit card, having their payments automatically withdrawn via automated clearinghouse (ACH) transfer from their personal bank accounts through OneMain’s “Direct Pay” program, utilizing OneMain’s “EZ Pay” program which

allows them to provide information to OneMain's personnel over the phone, allowing such personnel to centrally produce a withdrawal, or initiate an ACH payment, from the customer's personal bank account or using OneMain's interactive voice response telephone payment method. OneMain also has an established vendor arrangement with a national electronic payment system provider that permits personal loan borrowers to make payments on personal loans at the stores of certain national "big box" retailers. Borrowers may also make payments in cash at a OneMain branch office. As of the Closing Date, OneMain's personal loan borrowers are not permitted to pay using a credit card.

The primary means by which Springleaf received personal loan payments during the three months ended March 31, 2017, was through various ACH methods, including by telephone and Internet (68.06% of personal loan payments by dollar amount). Springleaf also received personal loan payments during the same period through lockbox and mail (10.24% of personal loan payments by dollar amount), debit cards (2.96% of personal loan payments by dollar amount) and customer in-person payments at a Springleaf branch (18.73% of personal loan payments by dollar amount). The foregoing percentages do not include payments resulting in full repayment of a loan or payments of insurance proceeds. While in-person branch payments remain an important element of the Springleaf operating model insofar as it permits close contact with personal loan customers for purposes of servicing and business development, there has been an increasing trend among customers to make payments by mail or electronic payment channels. There can be no assurance as to whether in-person branch payments will increase or decrease over time.

Personal loan payments made to branches are deposited on the day of receipt to a "deposit only" bank account. By the second business day following receipt of such a personal loan payment, good funds are available in the OneMain concentration account for processing by the Servicer. Funds in respect of payments through other channels, including payments made via OneMain's website, are also available in the OneMain concentration account for processing by the Servicer by the second business day following receipt at the payment channel intake point.

### **Collection Activities**

As a general matter, branch and centralized servicing personnel, along with all levels of management, review daily delinquency information with respect to the personal loans. Collection activities with respect to the personal loans can begin as early as the day after any payment on a personal loan becomes past due (if such payment is the first payment on a new personal loan), but generally begin when the borrower is ten or more days past due on any payment with respect to a personal loan. Routine collection activities with respect to a delinquent personal loan include letters, electronic communications (e.g., email, SMS, etc.) telephone calls and in-branch meetings with the borrower. In the event that a personal loan becomes delinquent, acceptable solutions to remedy such delinquency include: (i) collection of past due amounts, (ii) adjustment of the due date for any payment (if permitted under the Credit and Collection Policy, which, as of the Closing Date, generally permits only one such adjustment for the life of any personal loan and for a maximum of 15 days), (iii) deferment of payments (as described in below) and collection of deferred payments, (iv) renewal of accounts (if permitted under the Credit and Collection Policy which, as of the Closing Date, typically requires the approval of a Branch Manager or District Manager with respect to personal loans serviced by a branch and by management with respect to loans serviced centrally), (v) "curing" or "reaging" of delinquent accounts to current status in exchange for demonstrated consistent payment activity and (vi) modification of the loan terms to accommodate either a temporary or permanent reduction in the monthly payment amount. All solutions, however, are intended to enable the personal loan customer to meet his or her current and future obligations in a manner that OneMain believes will not increase OneMain's risk with respect to such personal loan or reduce the value of OneMain's security interest in collateral securing such personal loan, will preserve the goodwill between OneMain and the personal loan customer and will comply with state and federal law and regulations and OneMain company policy. The collection action(s) taken with respect to any delinquent personal loan depend upon a number of factors including the borrower's payment history, whether the personal loan is secured or unsecured, and, if secured, the nature and estimated value of the collateral and the reason for the current inability of the borrower to make timely payments.

Under the Credit and Collection Policy in effect as of the Closing Date, a settlement agreement to accept less than the principal balance owed or to alter the terms of the personal loan may be appropriate action to: (i) resolve small balances remaining on a personal loan due to unpaid late charges or additional interest assessments; (ii) compromise disputes arising from the financing of goods or services; (iii) avoid potential adverse litigation; or (iv) effect charge-off recovery on a personal loan or limit potential loss on a personal loan. Such a settlement of a personal loan could involve the alteration of various terms of the personal loan (e.g., interest rate, payment schedule,

amount paid-to-date, collateral securing such personal loan, etc.), considering the personal loan account paid in full, accepting less than full balance owed or accepting collateral security as payment-in-full of the balance. Any settlement of a personal loan account (other than a settlement resulting from adverse litigation) must be approved by operations management or OneMain's risk department.

From time to time in accordance with the Credit and Collection Policy, OneMain may offer borrowers the opportunity to defer their personal loan by extending the date on which any payment in respect thereof is due. Prior to granting such a deferral, OneMain typically requires a partial payment in respect of the personal loan. For interest bearing loans, such partial payment is an amount equal to one-half of a regular monthly payment. For pre-compute loans, such partial payment is the lesser of an amount equal to one-half of a regular monthly payment and an amount equal to the permissible statutory deferment charge for the borrower's particular state. OneMain may extend this offer to customers when they are experiencing higher than normal personal expenses. Generally, deferments are not offered to borrowers who are greater than one payment past due. Deferments must bring the account contractually current or due for the current month's payment. Under the Credit and Collection Policy as of the Closing Date, borrowers are limited to three deferments in a rolling twelve month period unless it is determined, in accordance with the Credit and Collection Policy, that an exception is warranted.

Delinquent accounts may be offered the opportunity to "cure" or "reage" in accordance with the Credit and Collection Policy. To qualify, a customer must demonstrate that they have rehabilitated from a temporary event which caused the delinquency. After making at least two qualified payments-in-full over consecutive months, an account can be brought to a current status. No payment or interest amounts are forgiven or credited in the process of a cure. An account may be cured only once in a rolling twelve month period.

Pursuant to the Credit and Collection Policy in effect as of the Closing Date, collection and servicing activities with respect to personal loans that are three (3) or more payments past due are generally transferred to a centralized servicing facility that has specialized knowledge and tools that OneMain believes are required to manage severely delinquent accounts. Following the transfer of servicing of any such personal loan, collection and servicing responsibilities with respect to such personal loan are generally retained at the applicable centralized servicing facility even if such personal loan later becomes current. Certain non-routine collection activities with respect to such past due personal loans may be taken and may include employing third party software and the Internet to ascertain the whereabouts of a borrower, litigation, repossession of collateral securing such personal loan, filing involuntary bankruptcy petitions (or similar actions), and charging-off such past due personal loans. Litigation and repossession are generally used only as a last resort after all other collection efforts to resolve the delinquency and protect OneMain's interest in the personal loan are exhausted.

In the event that a personal loan borrower files for bankruptcy protection, the loan will be serviced on a centralized basis. The centralized team tracks the bankruptcy filings and handles all routine filings in connection with the bankruptcy, such as proofs of claims. Non-routine bankruptcy issues are handled by either a field attorney employed by OneMain or by an outside attorney retained by the centralized team.

Pursuant to the Credit and Collection Policy in effect as of the Closing Date, personal loans are generally charged off in full in the month when they become seven (7) payments past due, though they may also be charged off in whole or in part as a result of "settlements" as described above. OneMain will occasionally, in accordance with the Credit and Collection Policy, extend such seven (7) past due payment charge-off period for particular personal loans when such treatment is warranted. Centralized recovery personnel along with outside collection agencies or attorneys continue making reasonable efforts to obtain repayment of a charged-off personal loan unless the customer's obligation has been terminated by mutual agreement or by court order. Under the Credit and Collection Policy in existence as of the Closing Date, OneMain's policy is to charge-off Bankruptcy Loans on the month following the date they are determined to be losses by the amount of such loss. Under the Credit and Collection Policy, deferral of a charge-off beyond seven (7) payments past due is permitted only when there is a valid dispute or claim pending, when OneMain is awaiting the sale of repossessed collateral, when a customer is approved for a loan modification and making payments in accordance with the modification agreement or when there is reasonable expectation of payment from either a court awarded judgment or a bankruptcy trustee. A Director of Operations must approve all deferrals. The Credit and Collection Policy also permits deferrals in other limited circumstances, but they must be approved by a Director of Operations and the Vice President of OneMain's risk department.

The OneMain centralized servicing facilities use many of the same tools as the branches in order to pursue recoveries. After a loan is charged-off, several methods are utilized to continue recovery efforts. These methods include internal collection efforts, the placement of charged-off loans with third party collection agencies, litigation and sales of charged-off loans. The recovery method selected is designed to maximize the amounts recovered. Recoveries may also be realized from litigation prior to charge-off and bankruptcy plan payments.

Control of credit quality is part of OneMain's incentive compensation program for Branch Managers and District Managers. Delinquency percentages have an impact on the incentive compensation that can be earned by such employees.

Branch servicing and collection practices may change over time as necessary to comply with state or federal legal requirements and in other manners designed to enhance OneMain's personal loan business. In addition, as OneMain identifies new practices and tools that OneMain believes will increase the accuracy and effectiveness of underwriting, servicing and collections in the branches, OneMain may implement the practices and tools to better manage risk.

## DESCRIPTION OF THE LOANS

### General

The statistical information presented in this private placement memorandum concerning the Loans is based on the Loan Principal Balances of the Loans as of the Initial Cut-Off Date, which is the close of business on May 31, 2017. Normal collection activity with respect to the Loans following the Initial Cut-Off Date (including, without limitation, payments received on the Loans and delinquency experience) will be for the account of the Issuer. The statistical characteristics of the Loan Pool on the Initial Cut-Off Date may vary from the characteristics of the Loan Pool transferred to the Issuer on the Closing Date as a result of normal collection activity and Renewals with respect to the Loans that occur between the Initial Cut-Off Date and the Closing Date. In addition, after the Closing Date, a significant number of Additional Loans may be added to the Loan Pool from time to time during the Revolving Period. Those Additional Loans must meet eligibility criteria and (other than Renewal Loans in connection with a Renewal Loan Replacement) are subject to concentration parameters at the time of acquisition by the Issuer designed to maintain a consistent credit profile for the Loan Pool notwithstanding the addition of Additional Loans. However, the Renewal Loans would be included in the testing of such concentration parameters for Payment Dates following the month in which the acquisition of such Renewal Loans occurs. See "*—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Loan Actions*" in this private placement memorandum. Nevertheless, the statistical distribution of the characteristics of the Loan Pool likely will vary over time and may vary significantly. See "*Risk Factors—Additional Loans Acquired by the Issuer and the Issuer Loan Trustee for the Benefit of the Issuer or Loans Removed from the Trust Estate May Affect Credit Quality of the Assets Securing Repayment of the Notes*" in this private placement memorandum.

The information on the Loans presented in this private placement memorandum is based on the Loan Pool as of the Initial Cut-Off Date (without giving effect to Renewals occurring between the Initial Cut-Off Date and the Closing Date), consisting of 130,006 Loans having an aggregate Loan Principal Balance of \$684,992,871.04 as of the Initial Cut-Off Date. The Loans included in the Loan Pool will consist of fixed rate secured and unsecured personal loans. The Loans constituting Hard Secured Loans are secured by a generally perfected security interest in Titled Assets and as of the Initial Cut-Off Date constitute approximately 53.00% of the Loan Pool (by Loan Principal Balance). The remainder of the Loan Pool consists of Unsecured Loans, which are either unsecured or secured by a generally unperfected security interest in household goods and other personal property, such as furniture, electronic equipment and jewelry (subject to limitations imposed by applicable law on the taking of non-purchase money security interests in such items). The categorization of a Loan as a Hard Secured Loan or an Unsecured Loan is established at the time the Loan is originated and is not subsequently changed, regardless of whether the applicable collateral is exhausted or, for any reason, ceases to secure such Loan or becomes unavailable. However, in the event of a Renewal, the Renewal Loan will be categorized based upon the characteristics of such Renewal Loan on the date of such Renewal.

The Initial Loans were selected from Springleaf's portfolio of personal loans in order to create the Loan Pool, which, as of the Initial Cut-Off Date was consistent with the parameters that must be maintained in order to avoid the

occurrence of a Reinvestment Criteria Event. Reinvestments of Collections in new Loans and certain other permitted additions, exchanges and removals of Loans on Payment Dates during the Revolving Period are permitted only if after giving effect thereto no Reinvestment Criteria Event exists. In particular, no Renewal with respect to any Loan between the Initial Cut-Off Date and the Closing Date will be effected if it would cause a Reinvestment Criteria Event to be outstanding as of the Initial Cut-Off Date, but after giving effect to any such Renewals between the Initial Cut-Off Date and the Closing Date, with respect to the Loan Pool. For further information, see “—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Renewals, Exclusions and Releases—Loan Actions” in this private placement memorandum.

## Loan Pool Data

The following tables set forth certain characteristics of the Loans as of the Initial Cut-Off Date (values are based on the aggregate loan principal balance of the Initial Loans). The balances and percentages may not be exact due to rounding.

### Loan Pool Characteristics

Aggregate Loan Principal Balance .....		\$684,992,871.04
Number of Loans .....		130,006
Average Loan Principal Balance.....		\$5,268.93
Weighted Average Coupon.....		26.341%
Weighted Average Original Term to Stated Maturity.....		47
Weighted Average Remaining Term to Stated Maturity .....		40
Weighted Average FICO® Score (at origination) <sup>(1)</sup> .....		606
Asset Type by Loan Principal Balance	Unsecured: .....	47.00%
	Hard Secured: .....	53.00%
Risk Level	S:.....	8.30%
	P:.....	17.67%
	A: .....	17.34%
	B: .....	30.77%
	C: .....	20.39%
	D: .....	4.14%
	E:.....	0.12%
	F and No Risk Level: .....	1.26%
State (Top 5)	Indiana: .....	8.57%
	Illinois:.....	8.55%
	North Carolina: .....	7.79%
	California: .....	6.19%
	Pennsylvania: .....	5.90%

(1) For Loans where a FICO® score is not available (representing approximately 1.54% of the Initial Cut-Off Date aggregate Loan Principal Balance), such Loans have been excluded from the FICO® score-related calculations referenced herein.

**Distribution of Loans by Asset Type**

<b>Asset Type</b>	<b>Number of Loans</b>	<b>Loan Principal Balance</b>	<b>% of Aggregate Loan Principal Balance</b>
Hard Secured	58,346	\$363,042,649.22	53.00%
Unsecured	71,660	\$321,950,221.82	47.00%
<b>Total</b>	<b>130,006</b>	<b>\$684,992,871.04</b>	<b>100.00%</b>

**Distribution of Loans by  
Loan Principal Balance**

<b>Loan Principal Balance Range (\$)</b>	<b>Number of Loans</b>	<b>Loan Principal Balance</b>	<b>% of Aggregate Loan Principal Balance</b>
100.00 – 2,500.00	27,455	\$47,108,161.63	6.88%
2,500.01 – 5,000.00	46,288	\$171,271,701.79	25.00%
5,000.01 – 7,500.00	30,005	\$183,037,036.70	26.72%
7,500.01 – 10,000.00	13,656	\$118,006,761.24	17.23%
10,000.01 – 15,000.00	10,184	\$121,238,024.10	17.70%
15,000.01 – 20,000.00	1,885	\$31,767,193.99	4.64%
20,000.01 – 25,000.00	416	\$9,134,474.98	1.33%
Greater than 25,000.00	117	\$3,429,516.61	0.50%
<b>Total</b>	<b>130,006</b>	<b>\$684,992,871.04</b>	<b>100.00%</b>

**Distribution of Loans by  
Original Loan Principal Balance**

<b>Original Loan Principal Balance Range (\$)</b>	<b>Number of Loans</b>	<b>Loan Principal Balance</b>	<b>% of Aggregate Loan Principal Balance</b>
100.00 – 2,500.00	16,194	\$25,638,102.49	3.74%
2,500.01 – 5,000.00	43,362	\$135,131,636.32	19.73%
5,000.01 – 7,500.00	35,720	\$189,588,568.88	27.68%
7,500.01 – 10,000.00	17,021	\$126,712,114.65	18.50%
10,000.01 – 15,000.00	13,846	\$145,539,268.33	21.25%
15,000.01 – 20,000.00	2,989	\$44,246,241.93	6.46%
20,000.01 – 25,000.00	638	\$12,455,247.39	1.82%
Greater than 25,000.00	236	\$5,681,691.05	0.83%
<b>Total</b>	<b>130,006</b>	<b>\$684,992,871.04</b>	<b>100.00%</b>

**Distribution of Loans by  
Original Term to Stated Maturity**

<b>Original Term to Stated Maturity Range (Months)</b>	<b>Number of Loans</b>	<b>Loan Principal Balance</b>	<b>% of Aggregate Loan Principal Balance</b>
1 – 12	222	\$296,627.15	0.04%
13 – 24	10,052	\$16,483,901.30	2.41%
25 – 36	33,066	\$96,871,335.89	14.14%
37 – 48	76,736	\$475,673,223.98	69.44%
49 – 60	8,921	\$90,118,583.01	13.16%
Greater than 60	1,009	\$5,549,199.71	0.81%
<b>Total</b>	<b>130,006</b>	<b>\$684,992,871.04</b>	<b>100.00%</b>

**Distribution of Loans by  
Remaining Term to Stated Maturity**

<b>Remaining Term to Stated Maturity Range (Months)</b>	<b>Number of Loans</b>	<b>Loan Principal Balance</b>	<b>% of Aggregate Loan Principal Balance</b>
1 – 12	3,525	\$4,299,194.10	0.63%
13 – 24	20,574	\$47,089,855.04	6.87%
25 – 36	41,278	\$157,207,871.47	22.95%
37 – 48	56,297	\$394,371,587.13	57.57%
49 – 60	7,535	\$77,848,523.90	11.36%
Greater than 60	797	\$4,175,839.40	0.61%
<b>Total</b>	<b>130,006</b>	<b>\$684,992,871.04</b>	<b>100.00%</b>



**Distribution of Loans by Coupon**

<b>Coupon Range (%)</b>	<b>Number of Loans</b>	<b>Loan Principal Balance</b>	<b>% of Aggregate Loan Principal Balance</b>
5.000 – 9.999	178	\$759,554.01	0.11%
10.000 – 14.999	2,492	\$20,311,655.66	2.97%
15.000 – 19.999	10,757	\$99,521,972.27	14.53%
20.000 – 22.499	4,666	\$35,550,154.95	5.19%
22.500 – 24.999	18,350	\$104,013,641.44	15.18%
25.000 – 27.499	24,993	\$148,768,323.84	21.72%
27.500 – 29.999	19,149	\$87,072,144.90	12.71%
30.000 – 32.499	14,284	\$49,567,743.50	7.24%
32.500 – 34.999	15,947	\$66,798,966.82	9.75%
35.000 – 36.000	19,190	\$72,628,713.65	10.60%
<b>Total</b>	<b>130,006</b>	<b>\$684,992,871.04</b>	<b>100.00%</b>

**Distribution of Loans by Obligor State of Residence**

<b>Loan Obligor State of Residence</b>	<b>Number of Loans</b>	<b>Loan Principal Balance</b>	<b>% of Aggregate Loan Principal Balance</b>
Alabama .....	3,678	\$17,942,468.95	2.62%
Alaska.....	6	\$44,754.18	0.01%
Arizona.....	1,108	\$6,189,255.22	0.90%
Arkansas.....	31	\$187,259.63	0.03%
California.....	7,355	\$42,391,911.17	6.19%
Colorado.....	1,494	\$7,978,229.13	1.16%
Connecticut .....	6	\$27,441.24	0.00%
Delaware .....	111	\$568,642.27	0.08%
District of Columbia.....	5	\$23,624.17	0.00%
Florida .....	7,622	\$36,993,159.53	5.40%
Georgia.....	7,189	\$35,899,666.69	5.24%
Idaho.....	604	\$3,426,200.28	0.50%
Illinois .....	11,804	\$58,563,384.71	8.55%
Indiana.....	10,537	\$58,725,062.38	8.57%
Iowa.....	71	\$345,107.41	0.05%
Kansas .....	146	\$675,055.56	0.10%
Kentucky .....	5,003	\$27,100,531.37	3.96%
Louisiana.....	3,947	\$21,089,501.43	3.08%
Maine.....	3	\$13,173.48	0.00%
Maryland .....	131	\$587,300.71	0.09%
Massachusetts.....	11	\$63,226.76	0.01%
Michigan .....	259	\$1,423,113.72	0.21%
Minnesota.....	15	\$78,723.95	0.01%
Mississippi.....	3,027	\$15,390,077.72	2.25%
Missouri.....	3,301	\$17,759,172.82	2.59%
Montana.....	8	\$32,929.84	0.00%

<b>Loan Obligor State of Residence</b>	<b>Number of Loans</b>	<b>Loan Principal Balance</b>	<b>% of Aggregate Loan Principal Balance</b>
Nebraska.....	5	\$10,984.61	0.00%
Nevada.....	211	\$1,175,181.48	0.17%
New Hampshire.....	3	\$18,599.44	0.00%
New Jersey.....	79	\$371,537.38	0.05%
New Mexico.....	1,201	\$6,848,067.74	1.00%
New York.....	88	\$305,547.74	0.04%
North Carolina.....	9,335	\$53,355,571.68	7.79%
North Dakota.....	4	\$13,135.01	0.00%
Ohio.....	6,082	\$33,041,277.86	4.82%
Oklahoma.....	2,276	\$11,319,892.44	1.65%
Oregon.....	2,066	\$10,973,545.62	1.60%
Pennsylvania.....	8,305	\$40,399,990.42	5.90%
Rhode Island.....	3	\$17,435.32	0.00%
South Carolina.....	6,229	\$31,823,129.71	4.65%
South Dakota.....	4	\$15,227.42	0.00%
Tennessee.....	4,774	\$26,569,607.29	3.88%
Texas.....	7,074	\$34,815,382.47	5.08%
Utah.....	14	\$60,448.90	0.01%
Vermont.....	1	\$7,462.90	0.00%
Virginia.....	6,516	\$34,791,509.69	5.08%
Washington.....	4,379	\$23,847,733.17	3.48%
West Virginia.....	1,100	\$6,076,366.52	0.89%
Wisconsin.....	2,780	\$15,572,635.79	2.27%
Wyoming.....	5	\$43,626.12	0.01%
<b>Total</b>	<b>130,006</b>	<b>\$684,992,871.04</b>	<b>100.00%</b>

**Distribution of Loans by Risk Level at Origination**

<b>Risk Level <sup>(1)</sup></b>	<b>Number of Loans</b>	<b>Loan Principal Balance</b>	<b>% of Aggregate Loan Principal Balance</b>
S	8,581	\$56,886,444.97	8.30%
P	18,194	\$121,036,424.96	17.67%
A	21,576	\$118,785,886.00	17.34%
B	44,102	\$210,777,314.20	30.77%
C	29,530	\$139,640,239.85	20.39%
D	6,148	\$28,356,283.41	4.14%
E	223	\$845,770.86	0.12%
F and No Risk Level	1,652	\$8,664,506.79	1.26%
<b>Total</b>	<b>130,006</b>	<b>\$684,992,871.04</b>	<b>100.00%</b>

(1) Risk Level as of the respective dates of origination of the Loans.

### Distribution of Loans by FICO® Score at Origination

Range of FICO® Scores <sup>(1)</sup>	Number of Loans	Loan Principal Balance	% of Aggregate Loan Principal Balance
Unavailable	2,298	\$10,563,073.92	1.54%
300 – 549	22,402	\$119,748,746.71	17.48%
550 – 599	32,338	\$168,255,905.30	24.56%
600 – 649	43,489	\$226,811,417.34	33.11%
650 – 699	22,665	\$124,179,178.81	18.13%
700 – 899	6,814	\$35,434,548.96	5.17%
<b>Total</b>	130,006	\$684,992,871.04	100.00%

(1) References to FICO® Scores are references to FICO® Scores as of the respective dates of origination of the Loans.

### Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases

On the Closing Date, the Sellers will sell the Initial Loans to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor pursuant to the Loan Purchase Agreement. The Depositor Loan Trustee will hold legal title to, and serve as loan trustee with respect to, such Initial Loans for the benefit of the Depositor. Such sale shall include the applicable Seller’s right to receive Collections in respect of the sold Loans from and after the Initial Cut-Off Date and the applicable Seller’s interest in the related Loan Agreements, the property (if any) securing such Loans, all insurance contracts with respect to such property and all other security interests or liens and property subject thereto from time to time, if any, purporting to secure payment of such Loan, together with all financing statements and security agreements describing any collateral securing such Loan, all guaranties, letters of credit, letter of credit rights, “supporting obligations” (within the meaning of Section 9-102(a) of the Uniform Commercial Code of all applicable jurisdictions), any insurance and other agreements from time to time supporting or securing payment of such Loan and the servicing rights in respect of the sold Loans and all proceeds of the foregoing (collectively with the sold Loans, the “**Purchased Assets**”); *provided*, that such sale shall not constitute and is not intended to result in the creation of or an assumption by the Depositor, the Depositor Loan Trustee for the benefit of the Depositor, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer, the Owner Trustee (as such or in its individual capacity), the Indenture Trustee or any Noteholder of any obligation of any Seller, the Servicer or any other Person in connection with the Loans or under any agreement or instrument relating thereto. On the Closing Date, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will convey the Sold Assets to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer pursuant to the Sale and Servicing Agreement. See “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Conveyance of Loans, Etc.*” in this private placement memorandum.

From time to time following the Closing Date until the end of the Revolving Period, the Sellers may, in their discretion, sell Additional Loans and the related Purchased Assets to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor pursuant to the Loan Purchase Agreement, which the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, at the discretion of the Depositor, may in turn convey to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer pursuant to the Sale and Servicing Agreement. Other than in respect of a Renewal Loan Replacement, any such sale and conveyance will occur on a Loan Action Date and the Cut-Off Date with respect to those additional Loans will be the Cut-Off Date specified in the related Additional Loan Assignment (which will be the close of business on the last day of the Collection Period immediately preceding such Loan Action Date, unless otherwise specified). As further described below, it shall be a condition to any such subsequent conveyance by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer on any Loan Action Date that after giving effect thereto, no Reinvestment Criteria Event is outstanding. Additionally, in connection with Renewal Loan Replacements, Renewal

Loans (and the related Purchased Assets) may be sold to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and, in turn, conveyed to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer. Upon the occurrence of any Renewal Loan Replacement, the related Terminated Loan will be deemed to have been paid in full (and the principal balance thereof will be written down to zero). These Renewal Loan Replacements may occur on any Business Day during the Revolving Period and are not subject to satisfaction of the reinvestment criteria. The Cut-Off Date with respect to the related Renewal Loan will be the date of such Renewal Loan Replacement. See “—*Renewal Loan Replacements*” and “*Risk Factors—Renewals May Change the Characteristics of the Loan Pool*” in this private placement memorandum for additional information. However, the Loan Pool, including any Renewal Loans, will be tested for compliance with reinvestment criteria with respect to the succeeding Loan Action Date. See “—*Loan Actions*” and “*Risk Factors—Additional Loans Acquired by the Issuer and the Issuer Loan Trustee for the Benefit of the Issuer or Loans Removed from the Trust Estate May Affect Credit Quality of the Assets Securing Repayment of the Notes*” in this private placement memorandum.

The Depositor and the Depositor Loan Trustee for the benefit of the Depositor will purchase the Loans from the Sellers for a purchase price agreed to by the Depositor and the applicable Seller, *provided*, that such price shall not (in the opinion of the Depositor) be materially less favorable to the Depositor than prices for generally similar transactions at the time of the acquisition, taking into account the quality of the applicable Loans and other pertinent factors and, in any event, shall not be less than reasonably equivalent value for such Loans (such price for any Loan, the “**Purchase Price**”). In connection with any Renewal Loan Replacement, the Purchase Price will be calculated on the excess, if any, of the Loan Principal Balance of the Renewal Loan over the Terminated Loan Price of the Terminated Loan.

Sales of Additional Loans by a Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will be subject to certain other conditions set forth in the Loan Purchase Agreement and in connection therewith, the applicable Seller will represent that: (i) no Insolvency Event shall have occurred with respect to such Seller, (ii) the transfer of such Loans to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will not result in an Adverse Effect, (iii) such Seller shall have delivered (or, with respect to Renewal Loans in connection with a Renewal Loan Replacement, shall be deemed to have delivered) an Officer’s Certificate stating that, among other things, the Loans to be transferred are Eligible Loans as of the applicable Cut-Off Date and (iv) other than with respect to Renewal Loans in connection with Renewal Loan Replacements, such Seller shall not have used selection procedures reasonably believed by such Seller to be materially adverse to the interests of the Depositor or any Class of Noteholders in selecting the Loans to be sold to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor.

In connection with the conveyance of the Loans (including Renewal Loans) to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, each Seller will make the representations set forth below under “—*Repurchase Obligations*” to the Depositor regarding the Loans sold by such Seller, the benefit of which will be assigned by the Depositor to the Issuer and then collaterally assigned by the Issuer to the Indenture Trustee for the benefit of the Noteholders.

Additional affiliates of Springleaf may be joined as “Sellers” to the Loan Purchase Agreement upon satisfaction of certain conditions, including notice to the Rating Agencies, but without the consent of the Noteholders.

#### *Repurchase Obligations*

Upon the obtaining of actual knowledge of, or the receipt of written notice by, the applicable Seller, the Indenture Trustee, the Depositor or the Depositor Loan Trustee that any of the Loan Level Representations (described below) made by a Seller in the Loan Purchase Agreement with respect to a Loan sold to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor by such Seller was not true at the time such representation or warranty was made, which materially adversely affects the interests of the Noteholders in such Loan, such party will give written notice of such breach to the applicable Seller and to the Depositor, the Depositor Loan Trustee and the Indenture Trustee (it being understood that the discovering party shall not be required to notify itself). The related Seller will have sixty (60) days after receipt of such notice or the obtaining of actual knowledge of such breach or failure to cure such breach or failure in all material respects or purchase or cause to be purchased the Loan for an amount equal to the Repurchase Price on the initial Payment Date following the Collection Period in which such sixty-day period expires by paying such Repurchase Price to the Depositor within five (5) Business Days after such Payment

Date. Further, upon obtaining of actual knowledge of, or the receipt of written notice by, the Indenture Trustee or the Issuer of a breach of any such representation or warranty of the Depositor regarding a Loan (as remade by the Depositor under the Sale and Servicing Agreement) that materially adversely affects the interests of the Noteholders in such Loan, such party will give written notice of such breach to the applicable Seller, the Depositor, the Issuer and the Indenture Trustee. Upon receipt of such notice, the Depositor must exercise its rights under the Loan Purchase Agreement to require the applicable Seller to either cure such breach or failure in all material respects within sixty (60) days after receipt of such notice or the obtaining of actual knowledge of such breach, or, if the related Seller does not so cure such breach or failure within the sixty-day period, require such Seller to repurchase the related Loan at the Repurchase Price therefor on the initial Payment Date following the Collection Period in which such sixty-day period expires by paying such Repurchase Price to the Issuer within five (5) Business Days after such Payment Date (any such repurchase of a Loan, a “**Required Loan Repurchase**”). See “*The Sale and Servicing Agreement and the Back-up Servicing Agreement*” in this private placement memorandum for a discussion of the Depositor’s repurchase obligations relating to the uncured breach of certain representations and warranties under the Sale and Servicing Agreement.

The repurchase price for a Loan to be repurchased by a Seller or the Performance Support Provider as described above (the “**Repurchase Price**”) will be an amount equal to the Purchase Price paid for such Loan as of the Closing Date or the applicable Addition Date, as applicable, less any Collections representing payment of principal received by the Depositor since the date of the purchase of such Loan, plus any out-of-pocket costs incurred by the Depositor, the Depositor Loan Trustee for the benefit of the Depositor or the Issuer in connection with such repurchase.

To the extent that a Seller fails to cure such breach or failure or repurchase a Loan as described above, the Performance Support Provider will be obligated to fulfill such obligation, or cause the applicable Seller to fulfill such obligation, under the Performance Support Agreement. See “*Risk Factors—OneMain’s Financial Strength May Affect the Ability of the Servicer, the Sellers and Their Affiliates to Perform Their Obligations and the Ability of the Sellers to Originate New Loans*” for a discussion of certain factors which may affect the Performance Support Provider’s ability to perform its obligations thereunder.

The cure or repurchase obligations referred to above will constitute the sole remedy available to the Noteholders or the Indenture Trustee with respect to a breach of a Seller’s Loan Level Representations. Any inaccuracy in any Seller’s Loan Level Representations will be deemed not to constitute a breach of such Loan Level Representations if such inaccuracy does not affect the ability of the Issuer to receive and retain payment in full on the related Loan on the terms and conditions and within the timeframe set forth in the related Loan Agreement.

Each Seller will permit the Depositor and its authorized representatives reasonable access, during normal business hours, to the books and records of such Seller in the possession of such Seller as they relate to the Loans and the related Purchased Assets; *provided, however*, that such access shall be conducted in a manner that does not unreasonably interfere with such Seller’s normal operations; and, *provided, further*, that no Seller will be required to divulge any records or information to the extent prohibited by any Requirements of Law.

On the Closing Date, each Seller and the Depositor, on behalf of itself and the Depositor Loan Trustee, will execute an Assignment Agreement in substantially the applicable form attached to the Loan Purchase Agreement (the “**Assignment Agreement**”), relating to the Initial Loans and other Purchased Assets purchased by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, dated as of the Closing Date. In addition, on or prior to the Closing Date, each of Sellers, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will execute and deliver all such additional instruments, documents or certificates as may be reasonably requested by the other party for the consummation on the Closing Date of the transactions contemplated by the Loan Purchase Agreement.

In connection with the sale of Loans on the Closing Date, (i) each Seller will deliver or cause to be delivered to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor a schedule (which schedule may take the form of a computer file, a list or another tangible medium that is commercially reasonable) identifying the Loans sold by such Seller as of the Closing Date and (ii) the Depositor will deliver or cause to be delivered to the Issuer a schedule (which schedule may take the form of a computer file, a list or another tangible medium that is commercially reasonable) identifying the Loans sold by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor on the Closing Date. In addition, (i) each Seller will deliver or cause to be delivered to the Depositor and the Depositor

Loan Trustee for the benefit of the Depositor, no later than the Monthly Determination Date following the end of each Collection Period, an updated loan schedule reflecting (x)(A) the then current list of Loans as of the close of business on the last day of such Collection Period (including any Renewal Loans arising in connection with Renewal Loan Replacements during such Collection Period, but excluding any Loans identified in clause (y) below) and (B) all Additional Loans acquired by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor from such Seller in connection with an Additional Loan Assignment on any Addition Date occurring before such Monthly Determination Date but after the end of the immediately preceding Collection Period, but (y) excluding any Loans acquired by such Seller from the Depositor and the Depositor Loan Trustee for the benefit of the Depositor in connection with any optional reassignment of Loans on any Loan Action Date following such last day of such Collection Period but preceding such Monthly Determination Date, and (ii) the Depositor will deliver or cause to be delivered to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, no later than the Monthly Determination Date following the end of each Collection Period, an updated loan schedule reflecting (x)(A) the then current list of Loans as of the close of business on the last day of such Collection Period (including any Renewal Loans arising in connection with Renewal Loan Replacements during such Collection Period, but excluding any Loans identified in clause (y) below) and (B) all Additional Loans acquired by the Issuer and the Issuer Loan Trustee for the benefit of the Issuer from the Depositor and the Depositor Loan Trustee in connection with an Additional Loan Assignment on any Addition Date occurring before such Monthly Determination Date but after the end of the immediately preceding Collection Period, but (y) excluding any Loans acquired by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor from the Issuer and the Issuer Loan Trustee in connection with any optional reassignment of Loans or any Issuer Loan Exchange on any date preceding such Monthly Determination Date (the “**Additional Loan Assignment Schedule**”). No updated schedule of loans will be delivered on the date of any Renewal Loan Replacement occurring during a Collection Period.

In connection with the transfers of the Loans by the Sellers to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, each Seller will make, with respect to each Loan sold by it, the following representations and warranties as of the Closing Date with respect to the Initial Loans and the related Purchased Assets, and as of the applicable Addition Date with respect to the Additional Loans and the related Purchased Assets (the “**Loan Level Representations**”):

1. Immediately prior to the sale and assignment, such Seller has sole and exclusive ownership of the Purchased Assets it sells to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor free and clear of any Lien. The Loan Purchase Agreement effects a valid sale to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor of the related Loans and the related Purchased Assets free and clear of any Liens under the UCC. Upon the Closing Date or Addition Date, as applicable, with respect to any Loan, (i) there will be vested in the Depositor and the Depositor Loan Trustee for the benefit of the Depositor sole and exclusive ownership of the related Loan and the related Purchased Assets free and clear of any Lien of any Person claiming through or under such Seller and in compliance with all Requirements of Law applicable to such Seller and (ii) there will have been a valid assignment of such Seller’s interest in such Loans and the related Purchased Assets, enforceable against such Seller and, upon the filing of all appropriate UCC financing statements, against all other persons, including creditors of and all other entities that have purchased or will purchase assets from such Seller. No filings, notices or other compliance with any bulk sales provisions of the UCC or other applicable Requirements of Law in respect of bulk sales are required to be made by such Seller, the Depositor or the Depositor Loan Trustee. No Loan is subject to any right of set off or similar right.
2. All consents, licenses, approvals, or authorizations of, or registrations or declarations with, any Governmental Authority that are required in connection with such Seller’s sale of each Loan and the related Purchased Assets to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor have been obtained or made by such Seller and are fully effective.
3. Other than in the case of a Renewal Loan, such Seller has not used any selection procedure adverse to the interests of the Depositor, the Depositor Loan Trustee, their transferees or the Noteholders in selecting the related Loans to be sold under the Loan Purchase Agreement.

4. Other than in the case of a Renewal Loan, the Loan Schedule (as supplemented by the Additional Loan Assignment Schedule) identifies all of the Loans sold by such Seller, and each such Loan is in all material respects as described in the Loan Schedule or as will be described in the Additional Loan Assignment Schedule, as applicable, and when delivered to the Depositor and the Depositor Loan Trustee by such Seller the information contained in the Loan Schedule or Additional Loan Assignment Schedule, as applicable, with respect to each Loan will be true, correct and complete in all material respects as of the applicable Cut-Off Date. The information contained in the Loan Schedule delivered on each Monthly Determination Date with respect to Loans sold by such Seller will be true and correct and complete in all material respects as of the related Monthly Determination Date.
5. As of the applicable Cut-Off Date each Loan sold on the Closing Date or the related Addition Date, as applicable, is an Eligible Loan.
6. Each Loan complies in all material respects with the applicable Loan Agreement.
7. Each Loan Agreement with respect to each Loan sold to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor by such Seller is the legal, valid and binding obligation of (A) such Seller and (B) the related Loan Obligor and any guarantor or co-signer named therein, in each case enforceable in accordance with its terms (except as enforceability may be limited by Debtor Relief Laws or general principles of equity), and, to such Seller's knowledge, is not subject to offset, recoupment, adjustment or any other claim).
8. Each Loan Agreement with respect to each Loan sold to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor by such Seller and such Seller's interest therein are freely assignable by such Seller and such Loan Agreement does not require the approval or consent of any related Loan Obligor or any other person to effectuate the valid assignment of the same in favor of the Depositor and the Depositor Loan Trustee for the benefit of the Depositor.
9. Each Loan sold by such Seller (i) if such Loan was originated by such Seller or an Affiliate thereof was originated in all material respects in accordance with the Credit and Collection Policy and at all times has been serviced and maintained in all material respects in accordance with the Credit and Collection Policy and (ii) if such Loan was acquired by such Seller (other than from an Affiliate), has been serviced and maintained in all material respects in accordance with the Credit and Collection Policy since the date on which such Loan was acquired by such Seller or an Affiliate thereof.
10. Each Loan sold by such Seller arises from or in connection with a bona fide sale or loan transaction (including any amounts in respect of interest amounts and other charges and fees assessed on such Loans).
11. Each Loan Obligor of each Loan sold by such Seller is an individual, and no Loan sold by such Seller has been entered into with any corporation, partnership, association or other similar entity.
12. The related Loans, Loan Agreements and all related documents sold by such Seller comply in all material respects with all Requirements of Law. Such Seller and each Affiliate of such Seller has complied in all material respects with all applicable Requirements of Law with respect to the origination, marketing, maintenance and servicing of the Loans sold by such Seller and the disclosures in respect thereof including any change in the terms of any Loan sold by such Seller. The interest rates, fees and charges in connection with the Loans comply, in all material respects, with all Requirements of Law.
13. (A) Such Seller or an Affiliate thereof has performed all obligations required to be performed by it to date under the related Loan Agreements, and all actions of such Seller or an Affiliate thereof prior to the Closing Date or the related Addition Date, as applicable, have been in compliance, in all

material respects, with the related Loan Agreements, (B) such Seller is not in default under the related Loan Agreements, and (C) no event has occurred under the related Loan Agreements that, with the lapse of time or action by the applicable Loan Obligor or any third party, is reasonably likely to result in a material default by such Seller under, any such agreements.

14. Such Seller and each Affiliate thereof (A) has complied in all material respects with the Credit and Collection Policy relating to the Loans as in effect from time to time since the origination or acquisition thereof; (B) has not entered into any transaction or made any commitment or agreements in connection with the Loans, other than in the ordinary course of such person's business consistent with the Credit and Collection Policy as in effect on the date of such transaction, commitment or agreements; and (C) has not amended the terms of any related Loan Agreement except in accordance with the Credit and Collection Policy relating to the Loans sold by such Seller as in effect on the date of such amendment.
15. The Loan Purchase Agreement, all documents or instruments delivered pursuant to the Loan Purchase Agreement by or with reference to such Seller or any transaction under the Loan Purchase Agreement, including any Additional Loan Assignment and the Assignment Agreement (the "**Conveyance Papers**") and any statement, report or other document furnished pursuant to the Loan Purchase Agreement or during the Depositor's due diligence with respect to the Loan Purchase Agreement and the Conveyance Papers, including documents and information in magnetic or electronic form, are true and correct in all material respects and do not contain any untrue statement of fact by such Seller or omit to state a fact necessary to make the statements of such Seller contained in the Loan Purchase Agreement or therein, in light of the circumstances under which such statements were made, not misleading.
16. In connection with the related Purchased Assets being sold under the Loan Purchase Agreement, such Seller utilizes no trade names, trademarks, service marks, logos or other intellectual property rights other than the marks to which a use license is being granted under the Loan Purchase Agreement. Such Seller's use of such marks and the grant of such license do not violate or infringe upon the intellectual or proprietary rights of any Person.
17. Such Seller has no known material obligations, commitments or other liabilities, absolute or contingent, relating to the Purchased Assets except as expressly disclosed in the Loan Purchase Agreement.
18. Such Seller has properly and timely filed all foreign, federal, state, county, local and other tax returns, including information returns required by law to be filed prior to the Closing Date or the applicable Addition Date with respect to the related Purchased Assets and has withheld, paid or accrued all amounts shown thereon to be due that are due prior to the applicable Cut-Off Date or accrue prior to such time.
19. Such Seller has caused or will have caused, within ten days of the execution of the Loan Purchase Agreement, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Purchased Assets granted to, and the transfer and assignment of the Purchased Assets conveyed to, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor under the Loan Purchase Agreement. Other than the security interest granted and the conveyance to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor pursuant to the Loan Purchase Agreement, such Seller has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Purchased Assets sold by such Seller. Such Seller has not authorized the filing of and is not aware of any financing statements against such Seller that include a description of Purchased Assets sold by such Seller other than any financing statement (i) relating to the security interest granted to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor under the Loan Purchase Agreement or (ii) that has been terminated.



20. The related Loan Agreement, together with the other records of such Seller relating to each Loan sold by it under the Loan Purchase Agreement, are complete in all material respects and, upon conveyance thereof to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor under the Loan Purchase Agreement, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor (or such Seller on their behalf) will be in possession of all documents necessary to enforce the rights and remedies of such Seller (as assigned to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor) in respect of such Loan against the Obligor in accordance with the related Loan Agreement.
21. No transfer of any Loans and the related Purchased Assets to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor is being made with intent to hinder, delay or defraud any of such Seller's creditors.
22. To the extent that any Loan Agreement constitutes a tangible instrument or tangible chattel paper (each within the meaning of Section 9 102 of the UCC), there is only one original copy, or to the extent that any Loan Agreement constitutes electronic chattel paper, a single "authoritative copy" (as such term is used in Section 9 105 of the UCC) of the executed Loan Agreement related to each Loan sold by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor under the Loan Purchase Agreement.
23. Each Loan was either (A) originated by such Seller or an Affiliate thereof or (B) acquired by such Seller in accordance with its customary practices.
24. (i) The Loan Purchase Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Loans sold by such Seller in favor of the Depositor and the Depositor Loan Trustee in favor of the Depositor, which security interest is prior to all other Liens, and is enforceable as such as against creditors of and purchasers from such Seller; (ii) the Loans sold by such Seller constitute "tangible chattel paper," "electronic chattel paper," "accounts," "instruments" or "general intangibles" within the meaning of the UCC; (iii) such Seller owns and has good and marketable title to the Loans sold by such Seller free and clear of any Lien, claim or encumbrance of any Person; (iv) such Seller has received all consents and approvals to the sale of the Loans sold by such Seller under the Loan Purchase Agreement to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor required by the terms of the applicable Loan Agreement to the extent that it constitutes an instrument; (v) such Seller has caused, within ten days after the effective date of the Loan Purchase Agreement, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the sale of and the security interest in the Loans sold by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, and if any additional such filing is necessary in connection with any Additional Loans sold by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, such Seller will cause such filings to be made within ten days of the applicable Addition Date, which financing statements contain a statement that: "A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Secured Party/Purchaser"; (vi) such Seller has not authorized the filing of, and is not aware of, any financing statements against such Seller that include a description of collateral covering the Loans sold by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor other than any financing statement (a) relating to the conveyance of such Loans by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer under the Sale and Servicing Agreement, (b) relating to the security interest granted to the Indenture Trustee under the Indenture or (c) that has been terminated; (vii) such Seller is not aware of any material judgment, ERISA or tax lien filings against such Seller; (viii) such Seller (or its agent) has in its possession all original copies of the instruments and chattel paper that constitute or evidence the Loans sold by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and none of the instruments, electronic chattel paper or tangible chattel paper that constitute or evidence the Loans sold by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor has any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person other than the Depositor, the

Depositor Loan Trustee for the benefit of the Depositor, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer or the Indenture Trustee; (ix) neither the Seller nor a custodian or vaulting agent thereof holding any Loan sold by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor that is electronic chattel paper has communicated an “authoritative copy” (as such term is used in Section 9-105 of the UCC) of any Loan Agreement that constitutes or evidences such Loan to any Person other than the Servicer or any entity to which the Servicer has delegated servicing duties; and (x) notwithstanding any other provision of the Loan Purchase Agreement or any other Transaction Document, the perfection representations, warranties and covenants contained in the foregoing clauses (i) through (ix) (the “**Perfection Representations**”) shall be continuing, and remain in full force and effect until such time as all obligations under the Loan Purchase Agreement have been finally and fully paid and performed.

The parties to the Loan Purchase Agreement are required to provide the Rating Agencies with prompt written notice of any material breach of the Perfection Representations and may not, without satisfying the Rating Agency Notice Requirement, waive any of the Perfection Representations, or any breach thereof.

The Sellers will be responsible for the preparation and filing of financing statements, amendments, continuations, initial financing statements in lieu of a continuation statement, terminations, partial terminations, releases or partial releases, or any other filings necessary or advisable to continue, maintain and perfect the Depositor’s and the Depositor Loan Trustee’s for the benefit of the Depositor security interest in the Loans sold by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor as a first-priority interest. Each Seller will take such other action, or execute and deliver such instruments, as may be necessary or advisable (including, without limitation, such actions as are requested by the Depositor or the Depositor Loan Trustee) to maintain and perfect, as a first priority interest, the Indenture Trustee’s security interest in the Loans sold by such Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor.

The Loan Level Representations will survive the sale of the related Purchased Assets to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and will be continuing, and remain in full force and effect until such time as all obligations under the Indenture have been finally and fully paid and performed. Pursuant to the Loan Purchase Agreement, each Seller will acknowledge that each of the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will sell, transfer, convey, assign and set-over the related Purchased Assets and its interests under the Loan Purchase Agreement (including the benefit of the foregoing representations and warranties) to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer pursuant to the Sale and Servicing Agreement, and that each of the Issuer and the Issuer Loan Trustee for the benefit of the Issuer will grant a security interest in the related Purchased Assets and its interests under the Loan Purchase Agreement to the Indenture Trustee pursuant to the Indenture, and will agree that the Indenture Trustee may enforce the Loan Level Representations made by such Seller directly for the benefit of the Noteholders.

#### *Loan Actions*

Except as noted below, on any day (each, a “**Loan Action Date**”) during the Revolving Period, the Issuer may do one or more of the following (each, a “**Loan Action**”):

1. Acquire Additional Loans (other than Renewal Loans (including any amount of Renewal Loan Advances) with respect to Renewal Loan Replacements that may be acquired on any day of such Collection Period that is during the Revolving Period) (any such purchase, an “**Additional Loan Purchase**”);
2. Other than by using amounts on deposit in the Principal Distribution Account or any other portion of the Trust Estate, acquire one or more Additional Loans, in each case in accordance with the Sale and Servicing Agreement;
3. Exchange any Loan in the Trust Estate that was not a Charged-Off Loan or a Delinquent Loan, in each case as of the last day of the most recently ended Collection Period (any such Loan, an “**Exchanged Loan**”), for any Eligible Loan that is not a Charged-Off Loan as of the last day of the

most recently ended Collection Period (the “**Replacement Loan**”), in accordance with the Sale and Servicing Agreement (any such exchange, an “**Issuer Loan Exchange**”);

4. Designate any Loan that was not a Charged-Off Loan or a Delinquent Loan, in each case as of the last day of the most recently ended Collection Period, as an “Excluded Loan” with respect to such Loan Action Date for all purposes of the Indenture (any such loan, an “**Excluded Loan**” and any such designation, an “**Issuer Loan Exclusion**”);
5. Designate any Excluded Loan that was not a Charged-Off Loan or a Delinquent Loan, in each case as of the last day of the most recently ended Collection Period as not an “Excluded Loan” for all purposes of the Indenture; or
6. Cause any Loan that was not a Charged-Off Loan or a Delinquent Loan, in each case as of the last day of the most recently ended Collection Period to be released from the lien of the Indenture and reassigned to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor with such reassignment to be effective on such Loan Action Date (any such Loan, a “**Reassigned Loan**” and any such release, an “**Issuer Loan Release**”).

Notwithstanding the foregoing, no Loans conveyed to the Depositor by the Issuer directly in connection with a Renewal Loan Replacement will constitute Exchanged Loans and no Loans reassigned to the Depositor by the Issuer in connection with a Renewal Loan Replacement will constitute Reassigned Loans.

No Loan Actions will be permitted in connection with any Loan Action Date unless no Reinvestment Criteria Event will exist after giving effect to all such Loan Actions on such Loan Action Date. In addition,

- no Issuer Loan Exchanges will be permitted on any Loan Action Date, unless (1) the aggregate Loan Action Date Loan Principal Balance of all Replacement Loans, together with any cash received by the Issuer in respect of the related Exchanged Loans (collectively, the “**Exchanged Loan Consideration**”), equals or exceeds the aggregate of the Loan Action Date Loan Principal Balances of all Exchanged Loans, in each case for such Loan Action Date; and (2) the aggregate of the Loan Action Date Loan Principal Balances of all Replacement Loans equals or exceeds an amount equal to 95% of the Loan Action Date Loan Principal Balance of all Exchanged Loans, in each case for such Loan Action Date;
- after giving effect to all Loan Actions taken on such Loan Action Date, the aggregate of the Loan Action Date Loan Principal Balances of all Exchanged Loans and all Reassigned Loans, in each case measured as of the Loan Action Date on which such Loans became Exchanged Loans or Reassigned Loans, as applicable, for such Loan Action Date, and during the portion of the current Collection Period preceding such Loan Action Date, and during the preceding eleven (11) consecutive Collection Periods (or if shorter the most recently ended period of consecutive Collection Periods since the Closing Date) (in each case, measured as of the end of the most recently ended Collection Period prior to such Loan being exchanged or reassigned) will not exceed \$136,998,574.20;
- each acquisition of Additional Loans and each Issuer Loan Release meets the conditions related thereto in the Sale and Servicing Agreement; and
- solely in the case of the payment of the Purchase Price for any Additional Loan (other than for any Renewal Loan in connection with a Renewal Loan Replacement) on a day other than a Payment Date, no Event of Default or Early Amortization Event will exist on such day or the related Loan Action Date after giving pro-forma effect to the acquisition of such Additional Loan.

Subject to the foregoing, in the case of an acquisition of any Additional Loan (other than for any Renewal Loan in connection with a Renewal Loan Replacement (for which the last sentence of the first paragraph under “*The Sale and Servicing Agreement and the Back-Up Servicing Agreement—Payments on Loans; Collection Account*” in this private placement memorandum shall apply)) the Servicer may retain, or may withdraw from the Collection Account, amounts with respect to each Collection Period not to exceed in the aggregate the lesser of (A) the remaining

Principal Collections received during such Collection Period or the immediately preceding Collection Period (to the extent remaining on deposit in the Collection Account) and (B) the aggregate purchase prices payable by the Issuer in respect of (x) Renewal Loans in connection with any Renewal Loan Replacements during such current Collection Period (such amounts to include any amounts retained or withdrawn pursuant to the last sentence of the first paragraph under “*The Sale and Servicing Agreement and the Back-Up Servicing Agreement—Payments on Loans; Collection Account*” in this private placement memorandum) plus (y) any other Additional Loans acquired or to be acquired by the Issuer during such current Collection Period, and the Servicer shall remit each such amount to the Depositor on behalf of the Issuer to pay the purchase price in respect of any such Additional Loan.

For the avoidance of doubt, any Loan designated as an “Excluded Loan” and Collections thereon will remain part of the Trust Estate and continue to be subject to the lien of the Indenture Trustee for the benefit of the Noteholders, *provided, however*, that if such Excluded Loan is designated as an Excluded Ineligible Loan, then Collections thereon may be retained or withdrawn from the Collection Account by the Servicer and shall not be part of the Trust Estate or be subject to the lien of the Indenture Trustee for the benefit of the Noteholders.

There can be no assurance that any Additional Loans acquired by the Issuer and the Issuer Loan Trustee for the benefit of the Issuer (including any Renewal Loans) will be of the same credit quality as the Loans conveyed to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer on the Closing Date or any date thereafter. See “*Risk Factors—Modifications to the Credit and Collection Policy May Result in Changes to the Performance of the Loan Pool and the Servicing of Loans*” in this private placement memorandum.

A “**Reinvestment Criteria Event**” means, for any Loan Action Date, the existence of any of the following, as determined based on the Loan Principal Balance and other characteristics of each Loan in the applicable Loan Action Date Loan Pool as of such Loan Action Date (or with respect to any Additional Loan included in the Loan Action Date Loan Pool after the first day of the Collection Period that includes such Loan Action Date, as of the related Additional Cut-Off Date):

1. the aggregate of the Loan Principal Balance of all Unsecured Loans in the Loan Action Date Loan Pool shall exceed 70.0% of the Loan Action Date Aggregate Principal Balance;
2. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool the Loan Obligors of which are residents of the three (3) States which have the highest concentrations of Loan Obligors shall exceed 40.0% of the Loan Action Date Aggregate Principal Balance;
3. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool, the Loan Obligors of which are residents of a single State (other than one of the three (3) States which have the highest concentrations of Loan Obligors) shall exceed 15.0% of the Loan Action Date Aggregate Principal Balance;
4. the Weighted Average Coupon for such Loan Action Date shall be less than 22.0% per annum;
5. the Weighted Average Loan Remaining Term for such Loan Action Date shall exceed 45 months;
6. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool, the Loan Obligors of which have a Risk Level within any “Risk Level Range” shall exceed the percentage of the Loan Action Date Aggregate Principal Balance set forth in the table below opposite such “Risk Level Range”;

<b>Risk Level Range</b>	<b>Percentage</b>
E	6.0%
E or D	15.0%
E to (and including) C	55.0%

E to (and including) B	75.0%
E to (and including) A	90.0%
E to (and including) P	98.0%
No Risk Level	2.0%

7. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool that have a coupon below 10.0% per annum shall exceed 7.50% of the Loan Action Date Aggregate Principal Balance;
8. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool that had an original term of greater than 60 months shall exceed 6.0% of the Loan Action Date Aggregate Principal Balance;
9. the aggregate of the Loan Action Date Loan Principal Balance of all Loans in the Loan Action Date Loan Pool that had an original principal balance in excess of \$25,000 shall exceed 4.0% of the Loan Action Date Aggregate Principal Balance; or
10. an Overcollateralization Event exists.

An “**Overcollateralization Event**” shall mean, for any Loan Action Date, after giving effect to all Loan Actions to be taken on such Loan Action Date and all payments and distributions to be made in accordance with the Priority of Payments and all principal payments to be made on the Notes, in each case, on the Payment Date following such Loan Action Date (or if such Loan Action Date is a Payment Date, on such Payment Date), (a) the Loan Action Date Aggregate Principal Balance minus the Required Overcollateralization Amount is less than (b) the Aggregate Note Balance minus the amounts on deposit in the Principal Distribution Account.

*Depositor’s Direction of Loan Actions*

Generally, under the terms of the Sale and Servicing Agreement, the Depositor may, during the Revolving Period, require that the Issuer take one or more Loan Actions on any Loan Action Date, subject to the satisfaction of the applicable conditions set forth above in “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum. Additionally, the reassignment of Reassigned Loans to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor is conditioned upon (i) the Depositor selecting the related Reassigned Loans only in a manner that the Depositor reasonably believes is not materially adverse to the interests of any Class of Noteholders, (ii) the Depositor paying a purchase price for such Reassigned Loans equal to the aggregate Loan Principal Balance of such Loans (such reassignment price can be paid either by a deposit of immediately available funds into the Principal Distribution Account or, if the Depositor is holding all or a portion of the Class A trust certificates, through an adjustment to the value of such trust certificates, if such adjustment is available, in which case the Issuer will not receive a cash payment) and (iii) after giving effect to all Loan Actions taken on the respective Loan Action Dates on which such optional reassignment occurs, the aggregate of the Loan Principal Balances of all Exchanged Loans and all Reassigned Loans, in each case measured as of the Loan Action Date on which such Loans became Exchanged Loans or Reassigned Loans, as applicable, for such Loan Action Date, the portion of the current Collection Period preceding such Loan Action Date, and the preceding eleven (11) consecutive Collection Periods (or if shorter the most recently ended period of consecutive Collections Periods since the Closing Date) (in each case, measured as of the end of the most recently ended Collection Period prior to such Loan being exchanged or reassigned) will not exceed \$136,998,574.20.

If the Issuer exercises its Optional Call, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor have the option to acquire the Loans from the Issuer and the Issuer Loan Trustee for the benefit of the Issuer pursuant to the Sale and Servicing Agreement. No Seller shall be permitted to acquire any Loan that the Depositor and the Depositor Loan Trustee for the benefit of Depositor acquired following the Issuer’s exercise of its Optional Call of the Notes.

### *Renewal Loan Replacements*

During the Revolving Period, in connection with any Renewal, the applicable Seller will convey the related Renewal Loan (to the extent not previously conveyed) to the Depositor and, solely with respect to legal title of such Renewal Loan, the Depositor Loan Trustee for the benefit of the Depositor. In turn, the Depositor and the Depositor Loan Trustee will convey such Renewal Loan to the Issuer and, solely with respect to legal title of such Renewal Loan, the Issuer Loan Trustee for the benefit of the Issuer. Each such conveyance shall be effective as of the date such Renewal Loan Replacement is effected, which date shall also be the Addition Date with respect to the related Renewal Loan. In connection with each Renewal Loan Replacement, each Seller and the Depositor agrees that such Seller shall deliver to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, and the Depositor will deliver to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, as applicable, the Renewal File with respect thereto, which shall be included on the next monthly Loan Schedule to be delivered to the Depositor, the Depositor Loan Trustee and the Indenture Trustee which includes such Renewal Loan.

### *Renewals, Following the Revolving Period*

In the event that a Renewal occurs on any day that is not within the Revolving Period, the applicable Seller will be required, as soon as practicable, but in no event later than the second Business Day following the date of such Renewal, to pay to the Servicer for deposit into the Principal Distribution Account an amount in immediately available funds equal to the Terminated Loan Price with respect to the related Terminated Loan and the Servicer shall deposit such amounts in immediately available funds into the Principal Distribution Account on such date.

### *Restriction on Acquisitions and Dispositions*

Pursuant to the Sale and Servicing Agreement, and in accordance with Rule 3a-7 of the Investment Company Act, the Issuer and the Depositor may not acquire additional Loans or related assets or dispose of Loans or related assets for the primary purpose of recognizing gains or decreasing losses resulting from market value changes.

### *Lender-Placed Insurance*

In the future, Springleaf may, though it will not be required to, purchase the insurance for Hard Secured Loans (including Loans secured by vehicles) on a “lender-placed” basis and charge the associated premium to the personal loan borrower, which may take the form of an increase in the principal balance of the applicable personal loan. See “*Risk Factors—There May be Limited, Insufficient or No Collateral Securing a Loan Obligor’s Obligations Under a Loan*” in this private placement memorandum. The reinvestment criteria described above in the definition of “Reinvestment Criteria Event” will not be tested at the time of any such increase of principal balance, and such increases may occur on dates other than Payment Dates.

## **DESCRIPTION OF THE NOTES**

Springleaf Funding Trust 2017-A Notes will consist of the Notes described in the Notes Table.

The Notes will be issued on the Closing Date pursuant to the Indenture. Set forth below are summaries of the material terms and provisions pursuant to which the Notes will be issued. The following summaries are subject to, and are qualified in their entirety by reference to, the provisions of the Indenture. When particular provisions or terms used in the Indenture are referred to, the actual provisions (including definitions of terms) are incorporated by reference.

Upon initial issuance, the Notes will have the Initial Note Balances specified in the Notes Table. The Class A Notes, the Class B Notes and the Class C Notes, will be issued in minimum denominations of \$100,000 and in integral multiples of \$1,000 in excess thereof, and the Class D Notes will be issued in minimum denominations of \$750,000 and in integral multiples of \$1,000 in excess thereof.

The Notes will be secured by the assets pledged by the Issuer and, with respect to the legal title to the Loans, the Issuer Loan Trustee (the “**Trust Estate**”) to the Indenture Trustee for the benefit of the Indenture Trustee and the

Noteholders under the Indenture, which will consist of all of the Issuer's (and, solely with respect to legal title, the Issuer Loan Trustee's) right, title and interest, whether now owned or hereafter acquired, in, to and under the following:

- (i) the Loans, whether existing as of the Closing Date or subsequently acquired, and all rights to payment and amounts due or to become due with respect to all of the foregoing and the other Purchased Assets;
- (ii) all money, instruments, investment property and other property (together with all earnings, dividends, distributions, income, issues, and profits relating thereto) distributed or distributable in respect of the Loans;
- (iii) the Note Accounts and all Eligible Investments and all money, investment property, instruments and other property from time to time on deposit in or credited to the Note Accounts, together with all earnings, dividends, distributions, income, issues and profits relating thereto;
- (iv) all rights, remedies, powers, privileges and claims of the Issuer and the Issuer Loan Trustee for the benefit of the Issuer under or with respect to the Sale and Servicing Agreement, the Loan Purchase Agreement and each other Transaction Document (whether arising pursuant to the terms of the Sale and Servicing Agreement, the Loan Purchase Agreement or any other Transaction Document or otherwise available to the Issuer and the Issuer Loan Trustee at law or in equity) in respect of the Loans, including, without limitation, the rights of the Issuer and the Issuer Loan Trustee for the benefit of the Issuer to enforce the Sale and Servicing Agreement, the Loan Purchase Agreement or any other Transaction Document, and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Sale and Servicing Agreement, the Loan Purchase Agreement or any other Transaction Document to the same extent as the Issuer and the Issuer Loan Trustee could but for the assignment and security interest granted under the Indenture;
- (v) all proceeds of any credit insurance policies or collateral protection insurance policies relating to any Loans, to the extent of the applicable Seller's interest therein;
- (vi) all accounts, chattel paper, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money and supporting obligations, consisting of, arising from, purporting to secure, or relating to, any of the foregoing;
- (vii) all present and future claims, demands, causes and choses in action in respect of any or all of the foregoing and all payments on or under and all proceeds of every kind and nature whatsoever in respect of any or all of the foregoing, including all proceeds, products, rents, receipts or profits of the conversion, voluntary or involuntary, into cash or other property, all cash and non-cash proceeds, and other property consisting of, arising from or relating to all or any part of any of the foregoing or any proceeds thereof; and
- (viii) all proceeds of the foregoing.

The Trust Estate will not include any Loans that are reassigned to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor pursuant to a Loan Action or any other assets that are released from the lien of the Indenture or released to or at the direction of the Issuer pursuant to the terms thereof.

In addition to the Notes, two classes of trust certificates will be issued pursuant to the Trust Agreement. The trust certificates will evidence the ownership interest in the Issuer and will not be entitled to any payments of interest or principal on any Payment Date. The trust certificates are not being offered by this private placement memorandum.

Payments on the Notes will be made by the Indenture Trustee on the 15th day of each month, or if such day is not a business day, on the first business day thereafter, commencing in August 2017 (each, a "**Payment Date**"), to

the persons in whose names such Notes are registered at the close of business on the applicable Record Date. The “**Record Date**” with respect to each Payment Date will be the close of business on the Business Day immediately preceding such Payment Date. All payments with respect to each Class of Notes on each Payment Date will be allocated *pro rata* among the outstanding Noteholders of such Class.

### **Book-Entry Notes and Definitive Notes**

The Notes upon original issuance, will be issuable in book-entry form only (the “**Book-Entry Notes**”). Persons acquiring beneficial ownership interests in the Book-Entry Notes (the “**Beneficial Owners**”) will hold such Notes through The Depository Trust Company (“**DTC**”) (in the United States) or, except in the case of the Class D Notes, Clearstream Banking (“**Clearstream**”) or the Euroclear System (“**Euroclear**”) (in Europe). Ownership of beneficial interests in a Book-Entry Note will be limited to the accounts of persons who have accounts in such systems (the “**Participants**”) and persons who hold interests through Participants. Each class of Book-Entry Notes will be issued in one or more notes which equal the aggregate Initial Note Balance of such Notes and will initially be registered in the name of Cede & Co., the nominee of DTC. Clearstream and Euroclear will hold omnibus positions on behalf of their Participants through customers’ securities accounts in Clearstream’s and Euroclear’s names on the books of their respective depositories (the “**Relevant Depositories**”) which in turn will hold such positions in customers’ securities accounts in the depositories’ names on the books of DTC. Investors may hold such beneficial interests in the Class A Notes, Class B Notes and Class C Notes in minimum denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and in the Class D Notes in minimum denominations of \$750,000 and integral multiples of \$1,000 in excess thereof. Except as described below, no Beneficial Owner will be entitled to receive a Definitive Note evidencing its beneficial interest. Unless and until Definitive Notes are issued, Beneficial Owners are only permitted to exercise their rights indirectly through Participants and DTC and shall be limited to those established by law and agreements between such Beneficial Owners, DTC and/or the Participants.

Beneficial Owners will receive all payments of principal of and interest on the Book-Entry Notes from the Indenture Trustee through DTC and DTC Participants. While the Book-Entry Notes are outstanding (except under the circumstances described below), under the rules, regulations and procedures creating and affecting DTC and its operations (the “**Rules**”), DTC is required to make book-entry transfers among Participants on whose behalf it acts with respect to the Book-Entry Notes and is required to receive and transmit payments of principal of, and interest on, the Book-Entry Notes to such Participants in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Book-Entry Note as shown on the records of DTC or its nominee. Participants with whom Beneficial Owners have accounts with respect to Book-Entry Notes are similarly required to make book-entry transfers and receive and transmit such payments on behalf of their respective Beneficial Owners. Accordingly, although Beneficial Owners will not possess notes representing their respective interests in the Book-Entry Notes, the Rules provide a mechanism by which Beneficial Owners will receive payments and will be able to transfer their interest.

Beneficial Owners will not receive or be entitled to receive notes representing their respective interests in the Book-Entry Notes, except under the limited circumstances described below. Unless and until Definitive Notes are issued, Beneficial Owners who are not Participants may transfer ownership of Book-Entry Notes only through Participants by instructing such Participants to transfer Book-Entry Notes, by book-entry transfer, through DTC for the account of the purchasers of such Book-Entry Notes, which account is maintained with their respective Participants. Under the Rules and in accordance with DTC’s normal procedures, transfers of ownership of Book-Entry Notes will be executed through DTC and the accounts of the respective Participants at DTC will be debited and credited. Similarly, the Participants will make debits or credits, as the case may be, on their records on behalf of the selling and purchasing Beneficial Owners.

Because of time zone differences, credits of securities received in Clearstream or Euroclear as a result of a transaction with a Participant will be made during subsequent securities settlement processing and dated the business day following the DTC settlement date. Such credits or any transactions in such securities settled during such processing will be reported to the relevant Euroclear or Clearstream Participants on such business day. Cash received in Clearstream or Euroclear as a result of sales of securities by or through a Clearstream Participant or Euroclear Participant to a DTC Participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the business day following settlement in DTC.



Transfers between Participants will occur in accordance with the Rules. Transfers between Clearstream Participants and Euroclear Participants will occur in accordance with their respective rules and operating procedures.

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Clearstream Participants or Euroclear Participants, on the other, will be effected in accordance with DTC rules on behalf of the relevant European international clearing system by the Relevant Depository; however, such cross-market transfers will require delivery of instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to the Relevant Depository to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same day funds settlement applicable to DTC. Clearstream Participants and Euroclear Participants may not deliver instructions directly to the Relevant Depositories.

DTC is a New York-chartered limited purpose trust company organized under the New York Banking Law and is a “banking organization” within the meaning of the New York Banking Law. DTC is also a member of the U.S. Federal Reserve System, a “clearing corporation” within the meaning of the UCC, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities deposited by its Participants and to facilitate the clearance and settlement of securities transactions among its Participants through electronic book-entry changes in accounts of the Participants, thus eliminating the need for the physical movement of securities. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation, or “DTCC.” DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. In accordance with its normal procedures, DTC is expected to record the positions held by each DTC Participant in the Book-Entry Notes, whether held for its own account or as a nominee for another person. In general, beneficial ownership of Book-Entry Notes will be subject to the Rules, as in effect from time to time.

Clearstream, a Luxembourg limited liability company, was formed in January 2000 through the merger of Cedel International and Deutsche Boerse Clearing. Clearstream is registered as a bank in Luxembourg, and as such is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector and the Banque Centrale du Luxembourg, the Luxembourg Central Bank, which supervise Luxembourg banks. Clearstream holds securities for its customers (“**Clearstream Participants**”) and facilitates the clearance and settlement of securities transactions by electronic book-entry transfers between their accounts. Clearstream provides various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream has established an electronic bridge with Euroclear Bank S.A./N.V., as the Euroclear Operator in Brussels, to facilitate settlement of trades between systems. Over 300,000 domestic and internationally traded bonds, equities and investment funds are currently deposited with Clearstream.

Clearstream’s customers are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Clearstream’s U.S. customers are limited to securities brokers and dealers and banks. Currently, Clearstream has approximately 2,500 customers located in over 110 countries, including all major European countries, Canada and the United States. Indirect access to Clearstream is available to other institutions which clear through or maintain a custodial relationship with an account holder of Clearstream.

Euroclear was created in 1968 to hold securities for its participants (“**Euroclear Participants**”) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of securities and any risk from lack of simultaneous transfers of securities and cash. Transactions may be settled in a variety of currencies, including U.S. dollars. Euroclear provides various other services, including securities lending and borrowing and interfaces with domestic markets in several countries generally similar to the arrangements for cross-market transfers with DTC described above. The Euroclear system is operated by Euroclear Bank S.A./N.V. (the “**Euroclear Operator**”). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator. The Euroclear Operator establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers

and other professional financial intermediaries. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of Euroclear and applicable Belgian law (collectively, the “**Terms and Conditions**”). The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific securities to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear Participants, and has no record of or relationship with persons holding through Euroclear Participants.

Under a book-entry format, Beneficial Owners of the Book-Entry Notes may experience some delay in their receipt of payments, since such payments will be forwarded by the Indenture Trustee to Cede. Payments with respect to Notes held through Clearstream or Euroclear will be credited to the cash accounts of Clearstream Participants or Euroclear Participants in accordance with the relevant system’s rules and procedures, to the extent received by the Relevant Depository. Such payments will be subject to tax reporting in accordance with relevant United States tax laws and regulations. See “*Certain U.S. Federal Income Tax Consequences—Backup Withholding and Information Reporting*” in this private placement memorandum. Because DTC can only act on behalf of DTC Participants, the ability of a Beneficial Owner to pledge Book-Entry Notes to persons or entities that do not participate in the book-entry system, or otherwise take actions in respect of such Book-Entry Notes, may be limited due to the lack of physical securities for such Book-Entry Notes. In addition, issuance of the Book-Entry Notes in book-entry form may reduce the liquidity of such Notes in the secondary market since certain potential investors may be unwilling to purchase Notes for which they cannot obtain physical securities.

Monthly and annual reports on the Notes will be provided to Cede & Co., as nominee of DTC, and may be made available by Cede & Co. to Beneficial Owners upon request, in accordance with the rules, regulations and procedures creating and affecting the DTC Participants to whose DTC accounts the Book-Entry Notes of such Beneficial Owners are credited.

DTC has advised the Indenture Trustee that, unless and until Definitive Notes are issued as described below, DTC will take any action the holders of the Book-Entry Notes are permitted to take under the Indenture only at the direction of one or more DTC Participants to whose DTC accounts the Book-Entry Notes are credited, to the extent that such actions are taken on behalf of Financial Intermediaries whose holdings include such Book-Entry Notes. Clearstream or Euroclear, as the case may be, will take any other action permitted to be taken by a Noteholder under the Agreement on behalf of a Clearstream Participant or Euroclear Participant only in accordance with its relevant rules and procedures and subject to the ability of the Relevant Depository to effect such actions on its behalf through DTC. DTC may take actions, at the direction of the related Participants, with respect to some Book-Entry Notes which conflict with actions taken with respect to other Book-Entry Notes.

Definitive Notes will be issued to Beneficial Owners of a Class of Book-Entry Notes, or their nominees, rather than to DTC, only if DTC advises the Indenture Trustee in writing that DTC is no longer willing, qualified or able to discharge properly its responsibilities as nominee and depository with respect to such Class of Book-Entry Notes, the Issuer, at its option, advises the Indenture Trustee in writing that it elects to terminate the book-entry system through DTC with respect to such Class of Book-Entry Notes or after a Servicer Default or an Event of Default, Beneficial Owners with respect to a Class of Book-Entry Notes representing not less than 50% of the principal amount of the Book-Entry Notes of such Class advise the Indenture Trustee and DTC in writing that the continuation of a book-entry system with respect to the Notes of such Class is no longer in the best interest of the Beneficial Owners with respect to such Class.

Upon the occurrence of the event described in the immediately preceding paragraph, the Indenture Trustee will be required to notify all Beneficial Owners of such Class of Notes of the occurrence of such event and the availability of Definitive Notes to Beneficial Owners with respect to such Class of Notes. Upon surrender by DTC to the Indenture Trustee of such Book-Entry Notes, and instructions for re-registration, the Issuer will issue Definitive Notes, and thereafter the Issuer and the Indenture Trustee will recognize the holders of such Definitive Notes as Noteholders under the Indenture.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of Book-Entry Notes among participants of DTC, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time.

None of the Issuer, the Indenture Trustee or the Note Registrar will have any responsibility for any aspect of the records relating to or payments made on account of beneficial ownership interests of the Book-Entry Notes held by Cede & Co., as nominee for DTC, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The information above regarding DTC, Clearstream and Euroclear has been compiled from public sources for informational purposes only and is not intended to serve as a representation, warranty or contract modification of any kind.

## **Interest Payments and Principal Payments**

### *Interest Payments*

Distributions in respect of interest payments will be made on each Payment Date from Available Funds for such Payment Date in accordance with the Priority of Payments to the Noteholders of record as of the related Record Date. Interest on the Notes will accrue during each Interest Period on the Note Balance thereof (as of the close of business on the immediately preceding Payment Date) at the applicable Interest Rate.

The Interest Rates are as follows:

- for the Class A Notes, the Interest Rate is 2.68% per annum;
- for the Class B Notes, the Interest Rate is 3.10% per annum;
- for the Class C Notes, the Interest Rate is 3.86% per annum; and
- for the Class D Notes, the Interest Rate is 5.02% per annum.

Interest on all Classes of Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months, or in the case of the period from the Closing Date to the initial Payment Date, 47 days. For each Payment Date, the Interest Period for the Notes will be the period commencing on and including the Payment Date occurring in the month immediately preceding the month in which such Payment Date occurs (or in the case of the first Payment Date, the Closing Date) and ending on but excluding the current Payment Date.

Amounts on deposit in the Reserve Account will be available on each Payment Date to pay amounts due on such Payment Date in accordance with the Priority Payments, which may include interest on the Notes. For any Payment Date, interest due but not paid on that Payment Date will be due on the next Payment Date, together with, to the extent permitted by law, interest at the related Interest Rate on such unpaid amount. An Event of Default will occur in the event of a default in the payment of any interest on any Class A Notes on any Payment Date and such default shall continue for a period of five (5) Business Days. See “*The Indenture—Events of Default*” in this private placement memorandum.

### *Principal Payments*

*Revolving Period.* During the Revolving Period, no payments of principal will be made with respect to any Class of Notes. Instead, in accordance with the Priority of Payments, certain amounts will be allocated to the Principal Distribution Account to the extent necessary to (a) maintain parity between the aggregate Note Balance of one or more Classes of Notes, on the one hand, and the Adjusted Loan Principal Balance, on the other, and (b) maintain certain levels of Overcollateralization (such allocation, the “**Collateral Maintenance Allocation**”). Any amounts so allocated to the Principal Distribution Account will be retained in the Principal Distribution Account as cash collateral for the Notes or used to acquire Additional Loans, on a Loan Action Date, subject to the satisfaction of certain

conditions. See “—*Priority of Payments*” and “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum. On each Payment Date during the Revolving Period, amounts on deposit in the Principal Distribution Account as of the commencement of such Payment Date will be used as Available Funds for such Payment Date.

The “**Adjusted Loan Principal Balance**” shall mean, with respect to any Collection Period, an amount equal to the Loan Principal Balance of all Loans in the Trust Estate, other than Charged-Off Loans and Excluded Loans, in each case, as of the close of business on the last day of such Collection Period.

*Amortization Period.* After the expiration or termination of the Revolving Period, unless an Event of Default described in any of paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default, has occurred, on each Payment Date the Collateral Maintenance Allocation will be deposited into the Principal Distribution Account in accordance with the Priority of Payments. Any amounts so deposited to the Principal Distribution Account (or any amounts on deposit in the Principal Distribution Account upon such expiration or termination of the Revolving Period) will be used to pay principal of the Notes as described below. If an Event of Default described in any of paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default has occurred as of any Payment Date, on such Payment Date, pursuant to the Priority of Payments and the distribution of amounts allocated to the Principal Distribution Account, payments in respect of interest on and principal of the most senior Class of Notes will be made in full prior to the payment of interest on and principal of the more subordinated Classes of Notes.

In the event that the Revolving Period terminates as a result of certain Early Amortization Events and such Early Amortization Event is “cured” as contemplated in the definition of “**Revolving Period**” set forth in the “*Glossary of Terms*” in this private placement memorandum, the Revolving Period will be reinstated and distributions in respect of the Notes will be made as described in “—*Revolving Period*” above.

The Classes of Notes are “sequential pay” classes. On each Payment Date after the expiration or termination of the Revolving Period, all amounts on deposit in the Principal Distribution Account will be paid out in the following order:

- *first*, the Class A Notes will amortize until the Class A Note Balance has been reduced to zero;
- *second*, once the Class A Note Balance has been reduced to zero, the Class B Notes will begin to amortize, until the Class B Note Balance has been reduced to zero;
- *third*, once the Class B Note Balance has been reduced to zero, the Class C Notes will begin to amortize, until the Class C Note Balance has been reduced to zero; and
- *fourth*, once the Class C Note Balance has been reduced to zero, the Class D Notes will begin to amortize, until the Class D Note Balance has been reduced to zero.

In addition, any outstanding Note Balance of any Class of Notes that has not been previously paid will be due and payable on the Stated Maturity Date for that Class of Notes. The actual date on which the aggregate outstanding Note Balance of any Class of Notes is paid may be earlier than the Stated Maturity Date for that Class of Notes, depending on a variety of factors, certain of which are discussed in “*Prepayment and Yield Considerations*” in this private placement memorandum.

The Stated Maturity Date for all Classes of Notes is July 15, 2030.

An “**Early Amortization Event**” shall mean any one of the following events:

- (a) as of any Monthly Determination Date occurring in or after October 2017 the average of the Monthly Net Loss Percentages reported on such Monthly Determination Date and the two immediately preceding Monthly Determination Dates exceeds 17.00%; or

(b) any Reinvestment Criteria Event exists with respect to two consecutive Payment Dates (in each case, after giving effect to all applicable Loan Actions, including, if such Payment Date is a Loan Action Date, on such Payment Date) and the Monthly Servicer Report for the immediately following third Payment Date demonstrates that any Reinvestment Criteria Event will exist as of such Payment Date (in the event that no Loan Actions are to be taken on the respective Loan Action Dates relating to such third Payment Date that will cure each such Reinvestment Criteria Event), *provided*, that such Early Amortization Event shall be deemed to occur, and the Revolving Period shall terminate, on such third Payment Date; or

(c) a Servicer Default occurs.

### Priority of Payments

On each Payment Date, based solely upon written instruction from the Servicer (which instruction may be included in the Monthly Servicer Report), the Indenture Trustee shall distribute the Available Funds with respect to such Payment Date and the proceeds of any Advances (defined below) made by the Servicer with respect to the related Collection Period in the following order of priority (the “**Priority of Payments**”):

- (i) to the following in the specified order: (A) *first, pro rata* (based on amounts owing), (1) to the Indenture Trustee, the Account Bank and the Note Registrar for fees and reasonable out-of-pocket expenses due to the Indenture Trustee, the Account Bank or the Note Registrar pursuant to the Indenture, (2) to the Owner Trustee for amounts due pursuant to the Trust Agreement, (3) to the Back-up Servicer, any reasonable out-of-pocket expenses of the Back-up Servicer (other than Servicing Transition Costs) reimbursable pursuant to the Back-up Servicing Agreement, if any, that have not been paid by the Servicer, (4) to the Depositor Loan Trustee, all fees and reasonable out-of-pocket expenses then due to the Depositor Loan Trustee pursuant to the Depositor Loan Trust Agreement and (5) to the Issuer Loan Trustee, all fees and reasonable out-of-pocket expenses then due to the Issuer Loan Trustee pursuant to the Issuer Loan Trust Agreement, and (B) *second*, to the Owner Trustee, the Indenture Trustee, the Account Bank, the Note Registrar, the Depositor Loan Trustee, the Issuer Loan Trustee and any other Person entitled thereto, on a *pro rata* basis (based on amounts owing), any indemnified amounts due and owing from the Issuer pursuant to any Transaction Document, in an aggregate amount for this clause (i), not to exceed \$200,000 during any calendar year; *provided*, that such dollar amount limitation shall not apply following the occurrence and continuation of an Event of Default;
- (ii) to the Back-up Servicer, (A) an amount equal to the Back-up Servicing Fee for such Payment Date, plus the amount of any Back-up Servicing Fee previously due but not previously paid to the Back-up Servicer; and (B) in the event that a Servicing Transition Period has commenced, an amount equal to the Servicing Transition Costs, if any, not paid by the Servicer pursuant to the Back-up Servicing Agreement; *provided*, that the aggregate amount paid pursuant to this clause (ii)(B) on all Payment Dates shall not exceed \$250,000;
- (iii) to the Servicer, an amount equal to the Servicing Fee for such Payment Date (to the extent not retained or withdrawn from the Collection Account by the Servicer as permitted under the Indenture), plus the amount of any Servicing Fee previously due but not previously paid to the Servicer;
- (iv) to the Class A Noteholders, an amount equal to the Class A Monthly Interest Amount for such Payment Date, plus the amount of any Class A Monthly Interest Amount previously due but not previously paid to the Class A Noteholders with interest thereon at the Class A Interest Rate;
- (v) an amount equal to the lesser of (A) the First Priority Principal Payment for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses (i) through (iv) above, to be deposited into the Principal Distribution Account;

- (vi) to the Class B Noteholders, an amount equal to the Class B Monthly Interest Amount for such Payment Date, plus the amount of any Class B Monthly Interest Amount previously due but not previously paid to the Class B Noteholders with interest thereon at the Class B Interest Rate;
- (vii) an amount equal to the lesser of (A) the Second Priority Principal Payment for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses (i) through (vi) above, to be deposited into the Principal Distribution Account;
- (viii) to the Class C Noteholders, an amount equal to the Class C Monthly Interest Amount for such Payment Date, plus the amount of any Class C Monthly Interest Amount previously due but not previously paid to the Class C Noteholders with interest thereon at the Class C Interest Rate;
- (ix) an amount equal to the lesser of (A) the Third Priority Principal Payment for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses (i) through (viii) above, to be deposited into the Principal Distribution Account;
- (x) to the Class D Noteholders, an amount equal to the Class D Monthly Interest Amount for such Payment Date, plus the amount of any Class D Monthly Interest Amount previously due but not previously paid to the Class D Noteholders with interest thereon at the Class D Interest Rate;
- (xi) an amount equal to the lesser of (A) the Fourth Priority Principal Payment for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses (i) through (x) above, to be deposited into the Principal Distribution Account;
- (xii) to the Reserve Account, an amount equal to the lesser of (A) the Reserve Account Required Amount for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses (i) through (xi) above;
- (xiii) to the Servicer, an amount equal to the lesser of (A) the aggregate unpaid balance of any Advances made by the Servicer with respect to prior Collection Periods (other than the Collection Period related to such Payment Date) and (B) all funds remaining after giving effect to the distributions in clauses (i) through (xii) above;
- (xiv) an amount equal to the lesser of (A) the Regular Principal Payment Amount for such Payment Date and (B) all funds remaining after giving effect to the distributions in clauses (i) through (xiii) above, to be deposited into the Principal Distribution Account;
- (xv) prior to the occurrence and continuation of an Event of Default, to the Owner Trustee, the Indenture Trustee, the Account Bank, the Note Registrar, the Depositor Loan Trustee, the Issuer Loan Trustee and the Back-up Servicer, on a *pro rata* basis (based on amounts owing), an amount equal to the lesser of (A) fees and reasonable out-of-pocket expenses to the extent not paid in full pursuant to clause (i)(A) above (and, in the case of the Back-up Servicer, which are reimbursable pursuant to the Back-up Servicing Agreement, if any, not paid by the Servicer) and (B) all funds remaining after giving effect to the distributions in clauses (i) through (xiv) above;
- (xvi) prior to the occurrence and continuation of an Event of Default, to the Owner Trustee, the Indenture Trustee, the Account Bank, the Note Registrar, the Back-up Servicer, the Depositor Loan Trustee, the Issuer Loan Trustee and any other Person entitled thereto, on a *pro rata* basis (based on amounts owing), an amount equal to the lesser of (x) any indemnified amounts due and owing from the Issuer pursuant to any Transaction Document to the extent not paid in full pursuant to clause (i)(B) above and (y) all funds remaining after giving effect to the distributions in clauses (i) through (xv) above; and
- (xvii) if any Advances remain unpaid after giving effect to the distributions in clause (xiii) above, an amount equal to the lesser of (x) the aggregate amount of unpaid Advances and (y) all funds

remaining after giving effect to the distributions in clauses (i) through (xvi) above, to be deposited into the Collection Account; and

- (xviii) all funds remaining after giving effect to the distributions in clauses (i) through (xvii) above, at the sole option of the Issuer, (x) to be deposited into the Principal Distribution Account or (y) for application in accordance with the Trust Agreement.

As reflected in the definitions of First Priority Principal Payment, Second Priority Principal Payment, Third Priority Principal Payment and Fourth Priority Principal Payment, following the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default, the priority of payments changes with the result that all principal and accrued but unpaid interest on a senior Class of Notes will be paid before any such amounts are paid in respect of any Class of Notes that is subordinate to such senior Class.

The “**Available Funds**” for any Payment Date shall mean (a) the Collections received during the Collection Period relating to such Payment Date (other than (i) Collections in respect of Excluded Ineligible Loans withdrawn or not deposited in the Collection Account during such Collection Period, (ii) Collections retained or withdrawn to acquire Additional Loans or Renewal Loans during such Collection Period or the following Collection Period and (iii) amounts permitted to be retained or withdrawn from the Collection Account by the Servicer in respect of Servicing Fees, Supplemental Servicing Fees and Excluded Amounts), (b) all amounts on deposit in the Reserve Account as of the related Monthly Determination Date (the “**Reserve Account Draw Amount**”), and (c) during the Revolving Period, all amounts on deposit in the Principal Distribution Account as of the related Monthly Distribution Date.

The “**Class A Monthly Interest Amount**” for any Payment Date will be the amount of interest accrued during the related Interest Period at the Class A Interest Rate on the Class A Note Balance as of the close of business on the immediately preceding Payment Date (or in the case of the initial Payment Date, the Closing Date), calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 47 days).

The “**Class B Monthly Interest Amount**” for any Payment Date will be the amount of interest accrued during the related Interest Period at the Class B Interest Rate on the Class B Note Balance as of the close of business on the immediately preceding Payment Date (or in the case of the initial Payment Date, the Closing Date), calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 47 days).

The “**Class C Monthly Interest Amount**” for any Payment Date will be the amount of interest accrued during the related Interest Period at the Class C Interest Rate on the Class C Note Balance as of the close of business on the immediately preceding Payment Date (or in the case of the initial Payment Date, the Closing Date), calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 47 days).

The “**Class D Monthly Interest Amount**” for any Payment Date will be the amount of interest accrued during the related Interest Period at the Class D Interest Rate on the Class D Note Balance as of the close of business on the immediately preceding Payment Date (or in the case of the initial Payment Date, the Closing Date), calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 47 days).

The “**First Priority Principal Payment**” for any Payment Date will be, (a) at any time prior to the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default, an amount equal to the excess (if any) of (i) the Class A Note Balance as of the end of the related Collection Period minus any amounts on deposit in the Principal Distribution Account after withdrawing all amounts, if any, to be applied as Available Funds with respect to such Payment Date and prior to the application of the Priority of Payments on such Payment Date over (ii) the Adjusted Loan Principal Balance as of the end of the related Collection Period and (b) at any time from and after the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default or on or after the Stated Maturity Date in respect of the Class A Notes, the Class A Note Balance.

The “**Second Priority Principal Payment**” for any Payment Date will be, (a) at any time prior to the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default, an amount equal to the excess (if any) of (i) the sum of (A) the Class A Note Balance as of the end

of the related Collection Period plus (B) the Class B Note Balance as of the end of the related Collection Period minus the amount on deposit in the Principal Distribution Account (after giving effect to any allocations to the Principal Distribution Account pursuant to clause (v) in the Priority of Payments set forth above) over (ii) the Adjusted Loan Principal Balance as of the end of the related Collection Period and (b) at any time from and after the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default or on or after the Stated Maturity Date in respect of the Class B Notes, the sum of the Class A Note Balance and the Class B Note Balance minus the amount on deposit in the Principal Distribution Account (after giving effect to any allocations to the Principal Distribution Account pursuant to clause (v) in the Priority of Payments set forth above).

The “**Third Priority Principal Payment**” for any Payment Date will be, (a) at any time prior to the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default, an amount equal to the excess (if any) of (i) the sum of (A) the Class A Note Balance as of the end of the related Collection Period plus (B) the Class B Note Balance as of the end of the related Collection Period plus (C) the Class C Note Balance as of the end of the related Collection Period minus the amount on deposit in the Principal Distribution Account (after giving effect to any allocations to the Principal Distribution Account pursuant to clauses (v) and (vii) in the Priority of Payments set forth above) over (ii) the Adjusted Loan Principal Balance as of the end of the related Collection Period and (b) at any time from and after the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default or on or after the Stated Maturity Date in respect of the Class C Notes, the sum of the Class A Note Balance, the Class B Note Balance and the Class C Note Balance minus the amount on deposit in the Principal Distribution Account (after giving effect to any allocations to the Principal Distribution Account pursuant to clauses (v) and (vii) in the Priority of Payments set forth above).

The “**Fourth Priority Principal Payment**” for any Payment Date will be, (a) at any time prior to the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default, an amount equal to the excess (if any) of (i) the sum of (A) the Class A Note Balance as of the end of the related Collection Period plus (B) the Class B Note Balance as of the end of the related Collection Period plus (C) the Class C Note Balance as of the end of the related Collection Period plus (D) the Class D Note Balance as of the end of the related Collection Period minus the amount on deposit in the Principal Distribution Account (after giving effect to any allocations to the Principal Distribution Account pursuant to clauses (v), (vii) and (ix) in the Priority of Payments set forth above) over (ii) the Adjusted Loan Principal Balance as of the end of the related Collection Period and (b) at any time from and after the occurrence of an Event of Default described in any of the paragraphs (a), (b), (c), (d), (e) or (f) of the definition of Event of Default or on or after the Stated Maturity Date in respect of the Class D Notes, the sum of the Class A Note Balance, the Class B Note Balance, the Class C Note Balance and the Class D Note Balance minus the amount on deposit in the Principal Distribution Account (after giving effect to any allocations to the Principal Distribution Account pursuant to clauses (v), (vii) and (ix) in the Priority of Payments set forth above).

The “**Regular Principal Payment Amount**” shall mean, with respect to any Payment Date, an amount equal to the excess (if any) of (a) the Aggregate Note Balance as of the end of the related Collection Period minus the amount on deposit in the Principal Distribution Account (after giving effect to any allocations on such Payment Date to the Principal Distribution Account pursuant to clauses (v), (vii), (ix) and (xi) of the Priority of Payments set forth above) over (b) (i) the Adjusted Loan Principal Balance as of the end of the related Collection Period minus (ii) the Required Overcollateralization Amount.

The “**Interest Period**” for each Class of Notes and any Payment Date will be the period from and including the Payment Date immediately preceding such Payment Date to but excluding such Payment Date (or, in the case of the initial Payment Date, the period from and including the Closing Date to but excluding such Payment Date).

### **Reserve Account**

The Servicer, for the benefit of the Noteholders will establish and maintain with the Indenture Trustee and in the name of the Indenture Trustee, on behalf of the Issuer, an Eligible Deposit Account that shall bear a designation clearly indicating that the funds deposited therein are held for the benefit of the Noteholders (the “**Reserve Account**”). On each Payment Date, all amounts on deposit in the Reserve Account will be withdrawn by the Indenture Trustee and, together with any other Available Funds, be applied in accordance with the Priority of Payments. Any amounts



remaining after making payments pursuant to clauses (i) through (xi) of the Priority of Payments set forth above on any Payment Date, up to the amount necessary to cause the amount on deposit in the Reserve Account to equal the Reserve Account Required Amount for such Payment Date, will be deposited to the Reserve Account on such Payment Date.

### **No Principal or Advance Obligation**

None of the Servicer, the Back-up Servicer, the Note Registrar or the Indenture Trustee is under any obligation to remit interest or principal in respect of a Loan except to the extent such party actually received principal of, or interest on, or other Collections in respect of such Loan during the related Collection Period and subject to the Servicer's ability to retain certain Collections as described in this private placement memorandum.

### **Servicer Advances**

The Sale and Servicing Agreement will permit the Servicer to, but the Servicer shall have no obligation to, advance funds to the Issuer in respect of any Collection Period, which advance may be applied in respect of unpaid interest or other amounts or otherwise as directed by the Servicer (any such advance, an "**Advance**"); *provided, however,* that the Servicer shall not make any Advance to the Issuer unless the Servicer shall have determined that it is reasonably likely to be reimbursed for such Advance pursuant to Priority of Payments. The Servicer shall deposit the funds constituting the Advance with respect to a Collection Period into the Collection Account not later than the Business Day immediately preceding the Payment Date related to such Collection Period.

### **Clean-Up Call and Optional Call**

Pursuant to the Sale and Servicing Agreement, on any Payment Date occurring on or after the date on which the Aggregate Note Balance of the Outstanding Notes is reduced to 20% or less of the Initial Note Balance, the Depositor will have the option to purchase all of the Sold Assets at a purchase price equal to the Redemption Price (as defined below) in accordance with the Indenture (an "**Optional Purchase**"). If the Depositor elects to exercise such Optional Purchase, it will be required to comply with certain conditions specified in the Indenture. Upon proper exercise of such option and payment of the Redemption Price, all of the Sold Assets will be sold to the Depositor. The proceeds of any such Optional Purchase will be applied to the Notes in accordance with the provisions for the redemption of such Notes on such date pursuant to the Indenture.

The Issuer will retire the Notes in the event that the Depositor exercises its Optional Purchase right on any Payment Date. The aggregate redemption price for the remaining Sold Assets in connection with the exercise of such Optional Purchase (the "**Redemption Price**") will be equal to the sum of (i) the aggregate Loan Principal Balance of each Loan constituting a Sold Asset, plus accrued and unpaid interest thereon, (ii) any amounts on deposit in the Principal Distribution Account and (iii) any expenses, indemnification amounts or other reimbursements owed to the Indenture Trustee, the Owner Trustee or the Back-up Servicer; *provided,* that such option may not be exercised unless the Redemption Price equals or exceeds the sum of (i) the amount necessary to redeem all of the Notes in full (including, the Aggregate Note Balance on the Record Date preceding the Redemption Date (as defined below) plus accrued and unpaid interest on each Class of Notes then Outstanding up to, but excluding, the Redemption Date) on the Redemption Date in accordance with the Priority of Payments (taking into account all amounts of Available Funds and any other amounts then on deposit in the Note Accounts and available to be distributed pursuant to the Priority of Payments on the Redemption Date) and (ii) any expenses, indemnification amounts or other amounts owed to the Indenture Trustee, the Account Bank, the Note Registrar, the Servicer, the Owner Trustee, the Depositor Loan Trustee, the Issuer Loan Trustee and the Back-up Servicer.

The Issuer may redeem the Notes on any Payment Date on or after the Payment Date occurring in July 2020 (an "**Optional Call**"). The optional call amount in connection with the exercise of this option (the "**Optional Call Amount**") shall equal the result of (i) the Aggregate Note Balance on the Record Date preceding the Redemption Date, plus (ii) accrued and unpaid interest on each Class of Notes then Outstanding up to but excluding the Redemption Date, plus (iii) any expenses, indemnification amounts or other amounts owed to the Indenture Trustee, the Note Registrar, the Servicer, the Owner Trustee, the Account Bank, the Depositor Loan Trustee, the Issuer Loan Trustee and the Back-up Servicer, minus (iv) all amounts then on deposit in the Note Accounts and available to be distributed pursuant to the Priority of Payments on the Redemption Date.

In order to exercise its respective option described above, the Depositor or the Issuer, as applicable (in such capacity, the “**Redeeming Party**”), will be required to provide written notice of its exercise of such option to the Indenture Trustee and the Owner Trustee at least fifteen (15) days prior to the Payment Date on which it will exercise its option. Following receipt of such notice, the Indenture Trustee, will provide written notice to the Noteholders of the final payment on the Notes. Such notice to Noteholders will, to the extent practicable, be mailed no later than five (5) Business Days prior to such final Payment Date (the “**Redemption Date**”) and will specify that payment of the aggregate outstanding note balance and any interest due with respect to such Note on the Redemption Date will be payable only upon presentation and surrender of such Note and will specify the place where such Note may be presented and surrendered for such final payment. No interest will accrue on the Notes on or after the Stated Maturity Date or any such other Redemption Date (provided the Issuer does not default in the payment of the principal amount and interest due with respect to the Notes on such Redemption Date). In addition, the Redeeming Party shall, on or before the proposed Payment Date on which such purchase or redemption is to be made, deposit (or cause to be deposited) the Redemption Price or the Optional Call Amount, as applicable, with the Indenture Trustee, who shall, on the Payment Date after receipt of the funds, apply such funds to make payments of all amounts owing to the transaction parties, pursuant to any Transaction Document and make final payments of principal and interest on the Notes in accordance with the Priority of Payments and the satisfaction and discharge of the Indenture.

On any day occurring on or after the Redemption Date on which the Issuer redeems the Notes pursuant to the Indenture as described above, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will have the option to purchase all of the Sold Assets at a purchase price equal to the Redemption Price for such Sold Assets. If the Depositor and the Depositor Loan Trustee elect to exercise such option, the Depositor will, no later than one (1) Business Day prior to the proposed Redemption Date identified by the Issuer pursuant to the Indenture, pay to or at the direction of the Issuer in immediately available funds, the Redemption Price. Upon proper exercise of such option and payment of the Redemption Price, all of the Sold Assets to be sold in such optional purchase will be sold to the Depositor.

#### **PREPAYMENT AND YIELD CONSIDERATIONS**

No payments of principal will be made on the Notes during the Revolving Period. However, after the expiration or termination of the Revolving Period, amounts then on deposit in the Principal Distribution Account, as well as amounts that are allocated to the Principal Distribution Account pursuant to the Priority of Payments, will be used to pay principal on the Notes.

The weighted average life of the Notes will generally be influenced by the timing of the occurrence (if any) of an Event of Default or Early Amortization Event, the rate of payment, and the rate of prepayments, of principal on the Loans and other factors. A significant number of the Loans are prepayable in full by the Loan Obligor at any time without penalty. Full and partial prepayments on Loans will be paid or distributed as Available Funds pursuant to the Priority of Payments on the next Payment Date following the Collection Period in which they are received. If prepayments are received on the Loans, their actual weighted average lives may be shorter than their weighted average lives would be if all payments were made as scheduled and no prepayments were made. Weighted average life means the average amount of time during which any principal is outstanding on a personal loan. For this purpose “prepayments” include all full prepayments, partial prepayments and recoveries, as well as amounts received on Loans that are repurchased. The rate and timing of prepayment on the Loans may be influenced by a variety of economic, social and other factors. See “*Risk Factors—Yield Considerations/Prepayments*” in this private placement memorandum.

Moreover, under certain circumstances, the holder of the Class A trust certificates or the Servicer may cause the Notes to be redeemed. See “*Description of the Notes—Clean-Up Call and Optional Call*” in this private placement memorandum. If any such redemption were to occur, Noteholders will receive payments of principal on their Notes earlier than they otherwise would.

It is possible that the final payment on any Class of Notes could occur significantly earlier than the date on which the final payment for that Class of Notes is scheduled to be paid. The Noteholders will bear all the reinvestment risks resulting from distributions of principal on the Notes after the end of the Revolving Period. These reinvestment risks include the possibility that the Noteholders may not be able to reinvest distributions of principal in alternative

comparable investments having similar yields See “*Risk Factors—Yield Considerations/Prepayments*” in this private placement memorandum.

Prepayments on consumer loan contracts can be measured against prepayment standards or models. The model used in this Memorandum is based on a constant prepayment rate (“CPR”). CPR is determined by the percentage of principal outstanding at the beginning of a period that prepays during that period, stated as an annualized rate. The CPR prepayment model, like any prepayment model, does not purport to be either an historical description of prepayment experience or a prediction of the anticipated rate of prepayment.

The tables below which are captioned “*Percent of Initial Note Balance Outstanding at Various Prepayment Assumptions*” have been prepared on the basis of indicated CPR percentages. The indicated CPR percentages have been applied to the initial hypothetical pool of Loans and to each subsequent hypothetical pool of Loans acquired during the Revolving Period.

The “**Initial Hypothetical Pool of Loans**” is a pool of loans equal to the Initial Loans as of the Initial Cut-Off Date. The table below represents a pool of loans that have been further disaggregated into 15 smaller hypothetical pools having the characteristics set forth in the table below. The level scheduled monthly payment for each of the hypothetical pools is based on aggregate Loan Principal Balance, Weighted Average Coupon and Weighted Average Loan Remaining Term as of the Initial Cut-Off Date such that each hypothetical pool set forth below will be fully amortized by the end of its remaining term to maturity.

<b>Hypothetical Pool</b>	<b>Aggregate Loan Principal Balance</b>	<b>Weighted Average Coupon</b>	<b>Weighted Average Loan Remaining Term (Months)</b>
1 .....	\$733,500.97	25.997%	5
2 .....	\$3,565,693.13	27.953%	10
3 .....	\$14,801,029.79	28.037%	16
4 .....	\$32,288,825.25	28.346%	21
5 .....	\$48,985,616.99	27.633%	28
6 .....	\$108,222,254.48	27.902%	33
7 .....	\$123,759,761.24	26.279%	40
8 .....	\$270,611,825.89	25.939%	45
9 .....	\$28,244,011.05	23.406%	52
10 .....	\$49,604,512.85	24.494%	57
11 .....	\$963,103.01	20.647%	63
12 .....	\$931,710.59	19.954%	70
13 .....	\$334,675.58	15.254%	75
14 .....	\$435,574.04	16.338%	82
15 .....	\$1,510,776.18	15.219%	103

Each “**Subsequent Hypothetical Pool of Loans**” consists of a hypothetical pool of Loans with the following characteristics, that will be acquired on a Payment Date during the Revolving Period:

- i) a Weighted Average Coupon of 26.341%, and
- ii) a Weighted Average Loan Remaining Term of 40 months.

The purchase price of each Subsequent Hypothetical Pool of Loans will be equal to such pool’s aggregate Loan Principal Balance. The level scheduled monthly payments for the Subsequent Hypothetical Pools of Loans is based on the aggregate Loan Principal Balance, Weighted Average Coupon and Weighted Average Loan Remaining Term as of each subsequent cut-off date such that each Subsequent Hypothetical Pool of Loans will be fully amortized by the end of its remaining term to maturity.

In addition, the following assumptions have been used in preparing the tables below:

- all prepayments on the Loans each month are made in full at the specified monthly CPR and there are no defaults, losses or repurchases;
- during the Revolving Period, all amounts in the Principal Distribution Account are used to purchase Loans (that have the characteristics of the Subsequent Hypothetical Pool of Loans listed above) until the Required Overcollateralization Amount is reached;
- each scheduled monthly payment on the Loans is made on the last day of each Collection Period, whether or not such day is a business day, and each Collection Period has 30 days (provided the initial Collection Period with have 60 days);
- the initial Note Balances of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes is equal to the Note Balances set forth in the Notes Table;
- interest accrues on the Class A Notes at 2.94% per annum, the Class B Notes at 3.63% per annum, the Class C Notes at 4.53% per annum and the Class D Notes at 5.53% per annum;
- the Initial Cut-Off Date for the Loans is May 31, 2017 and the Loans have the characteristics as set forth herein as of such date;
- payments on the Notes are made on the fifteenth day of each month commencing August 15, 2017, whether or not such day is a business day;
- the Notes are purchased on the Closing Date;
- the scheduled monthly payment for each Loan was calculated on the basis of the characteristics described in the above table and in such a way that such Loan would amortize in a manner that will be sufficient to repay the Loan Principal Balance of such Loan by its indicated remaining term to maturity;
- no Overcollateralization Event or Reinvestment Criteria Event occurs;
- the Revolving Period continues uninterrupted until the Revolving Period Termination Date and no Early Amortization Event or Event of Default occurs;
- the Servicer makes no Advances;
- neither the holder of the Class A trust certificates nor the Servicer elects to cause the Notes to be redeemed (except as otherwise noted in the tables below);
- the Servicer receives a monthly servicing fee equal to the product of (i) 3.50% per annum, multiplied by (ii) the aggregate Loan Principal Balance of all Loans as of the first day of the related Collection Period (or, in the case of the initial Payment Date, the Initial Cut-Off Date) calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 60 days);
- the Back-up Servicer receives a monthly fee equal to the greater of (x) \$5,000 and (y) the product of (i) 0.025% per annum, multiplied by (ii) the aggregate Loan Principal Balance of all Loans as of the first day of the related Collection Period (or, in the case of the initial Payment Date, the Closing Date) calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 33 days);
- the Issuer Loan Trustee receives an annual fee in the amount of \$10,500, which shall be paid annually in advance, payable every August commencing in August 2017;

- the Depositor Loan Trustee receives an annual fee in the amount of \$4,000, which shall be paid annually in advance, payable every August commencing in August 2017;
- the Indenture Trustee receives a monthly fee in an amount equal to one-twelfth of \$10,000;
- the Owner Trustee receives an annual fee in the amount of \$3,000, which shall be paid annually in advance, payable every August commencing in August 2017; and
- no caps apply to any fees payable to the Servicer, the Back-up Servicer, the Issuer Loan Trustee, the Depositor Loan Trustee, the Indenture Trustee or the Owner Trustee and all other fees and expenses are zero (\$0).

The following tables were created relying on the assumptions listed above. The tables below indicate the percentages of the initial Note Balance of each Class of Notes that would be outstanding after each of the listed Payment Dates if a certain CPR is assumed. The tables below also indicate the corresponding weighted average lives of each Class of Notes if the same percentages of CPR are assumed.

The assumptions used to construct the tables are hypothetical and have been provided only to give a general sense of how the principal cash flows might behave under various prepayment scenarios. The actual characteristics and performance of the Loans will differ from the assumptions used to construct the tables. For example, it is very unlikely that the Loans will prepay at a constant CPR until maturity or that all of the Loans will prepay at the same CPR. Moreover, the diverse terms of the Loans could produce slower or faster principal distributions than indicated in the tables at the various CPRs specified. Any difference between the assumptions used to construct the tables and the actual characteristics and performance of the Loans, including actual prepayment experience or losses, will affect the percentages of initial Note Balances of each Class of Notes outstanding on any given date and the weighted average lives of each Class of Notes. Additionally, it is very unlikely that Loans with the characteristics of a Subsequent Hypothetical Pool of Loans will be acquired by the Issuer and the Issuer Loan Trustee for the benefit of the Issuer on any Payment Date.

As used in the tables which follow, the “**weighted average life**” of a Class of Notes is determined by:

- multiplying the amount of each principal payment on a Class of Notes by the number of years from the date of the issuance of such Notes to the related Payment Date;
- adding the results; and
- dividing the sum by the related initial Note Balance of such Class of Notes.

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<b>Percent of Initial Note Balance Outstanding at Various Prepayment Assumptions to Maturity</b>					
<b>Payment Date</b>	<b>Class A Notes</b>				
	<b>0.00%</b>	<b>20.00%</b>	<b>30.00%</b>	<b>40.00%</b>	<b>50.00%</b>
Closing Date	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2020	93.94%	92.59%	91.65%	90.47%	88.99%
8/15/2020	87.76%	85.30%	83.58%	81.42%	78.72%
9/15/2020	81.43%	78.13%	75.78%	72.83%	69.15%
10/15/2020	74.97%	71.07%	68.24%	64.68%	60.24%
11/15/2020	69.28%	64.56%	61.23%	57.11%	52.03%
12/15/2020	63.46%	58.15%	54.46%	49.92%	44.38%
1/15/2021	57.69%	52.01%	48.05%	43.20%	37.33%
2/15/2021	51.90%	46.06%	41.93%	36.89%	30.81%
3/15/2021	46.09%	40.29%	36.10%	30.95%	24.78%
4/15/2021	42.08%	35.49%	31.00%	25.64%	19.34%
5/15/2021	38.09%	30.85%	26.15%	20.66%	14.32%
6/15/2021	34.13%	26.39%	21.54%	15.99%	9.70%
7/15/2021	30.20%	22.09%	17.17%	11.62%	5.44%
8/15/2021	26.30%	17.95%	13.02%	7.54%	1.52%
9/15/2021	22.44%	13.98%	9.09%	3.73%	0.00%
10/15/2021	18.63%	10.18%	5.38%	0.18%	0.00%
11/15/2021	15.03%	6.59%	1.90%	0.00%	0.00%
12/15/2021	11.49%	3.17%	0.00%	0.00%	0.00%
1/15/2022	8.02%	0.00%	0.00%	0.00%	0.00%
2/15/2022	4.62%	0.00%	0.00%	0.00%	0.00%
3/15/2022	1.29%	0.00%	0.00%	0.00%	0.00%
4/15/2022	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Weighted Average Life to Call (years)<sup>(1)</sup></b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>
<b>Weighted Average Life to Maturity (years)</b>	<b>3.78</b>	<b>3.68</b>	<b>3.62</b>	<b>3.56</b>	<b>3.49</b>

(1) Assumes that an Optional Call of the Notes occurs on the Payment Date occurring in July 2020.

<b>Percent of Initial Note Balance Outstanding at Various Prepayment Assumptions to Maturity</b>					
<b>Payment Date</b>	<b>Class B Notes</b>				
	<b>0.00%</b>	<b>20.00%</b>	<b>30.00%</b>	<b>40.00%</b>	<b>50.00%</b>
Closing Date	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2021	100.00%	100.00%	100.00%	100.00%	70.07%
10/15/2021	100.00%	100.00%	100.00%	100.00%	22.62%
11/15/2021	100.00%	100.00%	100.00%	55.34%	0.00%
12/15/2021	100.00%	100.00%	80.33%	11.45%	0.00%
1/15/2022	100.00%	98.67%	36.08%	0.00%	0.00%
2/15/2022	100.00%	54.02%	0.00%	0.00%	0.00%
3/15/2022	100.00%	11.63%	0.00%	0.00%	0.00%
4/15/2022	76.02%	0.00%	0.00%	0.00%	0.00%
5/15/2022	34.78%	0.00%	0.00%	0.00%	0.00%
6/15/2022	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Weighted Average Life to Call (years)<sup>(1)</sup></b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>
<b>Weighted Average Life to Maturity (years)</b>	<b>4.89</b>	<b>4.68</b>	<b>4.56</b>	<b>4.44</b>	<b>4.29</b>

(1) Assumes that an Optional Call of the Notes occurs on the Payment Date occurring in July 2020.

Percent of Initial Note Balance Outstanding at Various Prepayment Assumptions to Maturity					
Payment Date	Class C Notes				
	0.00%	20.00%	30.00%	40.00%	50.00%
Closing Date	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2021	100.00%	100.00%	100.00%	100.00%	82.03%
12/15/2021	100.00%	100.00%	100.00%	100.00%	47.65%
1/15/2022	100.00%	100.00%	100.00%	74.63%	16.29%
2/15/2022	100.00%	100.00%	95.26%	41.96%	0.00%
3/15/2022	100.00%	100.00%	61.51%	11.79%	0.00%
4/15/2022	100.00%	76.44%	30.59%	0.00%	0.00%
5/15/2022	100.00%	44.68%	1.79%	0.00%	0.00%
6/15/2022	95.64%	14.80%	0.00%	0.00%	0.00%
7/15/2022	62.45%	0.00%	0.00%	0.00%	0.00%



<b>Percent of Initial Note Balance Outstanding at Various Prepayment Assumptions to Maturity</b>					
<b>Payment Date</b>	<b>Class C Notes</b>				
	<b>0.00%</b>	<b>20.00%</b>	<b>30.00%</b>	<b>40.00%</b>	<b>50.00%</b>
8/15/2022	30.70%	0.00%	0.00%	0.00%	0.00%
9/15/2022	0.35%	0.00%	0.00%	0.00%	0.00%
10/15/2022	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Weighted Average Life to Call (years)<sup>(1)</sup></b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>
<b>Weighted Average Life to Maturity (years)</b>	<b>5.12</b>	<b>4.91</b>	<b>4.79</b>	<b>4.65</b>	<b>4.50</b>

(1) Assumes that an Optional Call of the Notes occurs on the Payment Date occurring in July 2020.

Percent of Initial Note Balance Outstanding at Various Prepayment Assumptions to Maturity					
Payment Date	Class D Notes				
	0.00%	20.00%	30.00%	40.00%	50.00%
Closing Date	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2017	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2018	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2019	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2020	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
3/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
4/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
5/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
6/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
7/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
8/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
9/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
10/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
11/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
12/15/2021	100.00%	100.00%	100.00%	100.00%	100.00%
1/15/2022	100.00%	100.00%	100.00%	100.00%	100.00%
2/15/2022	100.00%	100.00%	100.00%	100.00%	91.16%
3/15/2022	100.00%	100.00%	100.00%	100.00%	72.46%
4/15/2022	100.00%	100.00%	100.00%	88.69%	55.60%
5/15/2022	100.00%	100.00%	100.00%	70.51%	40.36%
6/15/2022	100.00%	100.00%	82.02%	53.85%	26.63%
7/15/2022	100.00%	90.49%	64.20%	38.66%	14.30%
8/15/2022	100.00%	71.66%	47.77%	24.85%	3.26%
9/15/2022	100.00%	54.13%	32.68%	12.34%	0.00%
10/15/2022	79.50%	37.91%	18.90%	1.08%	0.00%

<b>Percent of Initial Note Balance Outstanding at Various Prepayment Assumptions to Maturity</b>					
<b>Payment Date</b>	<b>Class D Notes</b>				
	<b>0.00%</b>	<b>20.00%</b>	<b>30.00%</b>	<b>40.00%</b>	<b>50.00%</b>
11/15/2022	59.91%	22.99%	6.38%	0.00%	0.00%
12/15/2022	41.57%	9.36%	0.00%	0.00%	0.00%
1/15/2023	24.56%	0.00%	0.00%	0.00%	0.00%
2/15/2023	8.99%	0.00%	0.00%	0.00%	0.00%
3/15/2023	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Weighted Average Life to Call (years)<sup>(1)</sup></b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>
<b>Weighted Average Life to Maturity (years)</b>	<b>5.48</b>	<b>5.29</b>	<b>5.17</b>	<b>5.04</b>	<b>4.88</b>

(1) Assumes that an Optional Call of the Notes occurs on the Payment Date occurring in July 2020.

## THE LOAN PURCHASE AGREEMENT

The Sellers will sell the Initial Loans on the Closing Date, and additional Loans from time to time thereafter during the Revolving Period, to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor pursuant to the loan purchase agreement, dated as of the Closing Date, among each of the Sellers, the Depositor and the Depositor Loan Trustee (the “**Loan Purchase Agreement**”). For further details on (i) conveyances of Loans from the Sellers to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and from the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer on the Closing Date and from time to time thereafter during the Revolving Period, (ii) Loan repurchase obligations as a consequence of breaches of certain representations and warranties and (iii) other circumstances in which Loans may be added or removed from the Loan Pool, see “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum. Pursuant to the Loan Purchase Agreement, and in accordance with Rule 3a-7 of the Investment Company Act, the Depositor may not acquire additional Loans or related assets or dispose of Loans or related assets for the primary purpose of recognizing gains or decreasing losses resulting from market value changes.

The Issuer has agreed in the Indenture that it will not terminate, amend, waive, supplement or otherwise modify any of, and will not consent to any of the foregoing with respect to, or consent to the assignment by any party of, the Transaction Documents to which it is a party except as described in “*The Indenture—Modifications of Transaction Documents*” in this private placement memorandum. The Loan Purchase Agreement may be amended or modified (i) by a written agreement executed by the Depositor, the Depositor Loan Trustee and each Seller, (ii) upon satisfaction of the Rating Agency Notice Requirement and (iii) with the consent of the Issuer. The Depositor is required to deliver a form of any such amendment to the Rating Agencies. See “*Risk Factors—The Noteholders have limited control over amendments, modifications and waivers to, and assignments of, the indenture and other transaction documents*” in this private placement memorandum.

## THE SALE AND SERVICING AGREEMENT AND THE BACK-UP SERVICING AGREEMENT

The Loans will be conveyed by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer, and the Issuer Loan Trustee for the benefit of the Issuer pursuant, to the terms of the sale and servicing agreement, dated as of the Closing Date (the “**Sale and Servicing Agreement**”) among the Depositor, the Depositor Loan Trustee, the Issuer, the Issuer Loan Trustee and the Servicer. In addition, the Loans will be serviced pursuant to the terms of the Sale and Servicing Agreement. Under the Sale and Servicing Agreement, the Servicer will be responsible for ensuring that the Loans are serviced in accordance with the terms of the Sale and Servicing Agreement. The Servicer may delegate servicing responsibilities to other Persons (including but not limited to the Sellers and other Springleaf affiliates) and will enlist the Sellers, other Springleaf affiliates and other Subservicers to assist with a substantial portion servicing functions, but such delegation does not, in any way, relieve the Servicer from any of its obligations to ensure that the Loans are serviced in accordance with the terms and conditions of the Sale and Servicing Agreement.

Set forth below are summaries of the specific terms and provisions pursuant to which the Loans will be conveyed by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer and serviced by the Servicer. The summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the provisions of the Sale and Servicing Agreement.

### Conveyance of Loans, Etc.

On the Closing Date, and from time to time during the Revolving Period upon acquisition by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor of additional Loans from the Sellers under the Loan Purchase Agreement, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will sell, transfer, convey, assign, set-over and otherwise convey to the Issuer and, solely with respect to legal title to such Loans, the Issuer Loan Trustee for the benefit of the Issuer, respectively, without recourse except as provided in the Sale and Servicing Agreement, all its right, title and interest in, to and under (i) the Purchased Assets that were acquired by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor from the Sellers under the Loan Purchase Agreement on such date, (ii) in the case of the Depositor, the right to receive all Collections with respect to the

Purchased Assets after the applicable Cut-Off Date, (iii) all rights of the Depositor and the Depositor Loan Trustee for the benefit of the Depositor under the Loan Purchase Agreement, and (iv) all proceeds thereof (such property, collectively, the “**Sold Assets**”), *provided, however*, Sold Assets shall not include any Exchanged Loan, Reassigned Loan or Terminated Loan, for a purchase price equal to the aggregate Purchase Price paid by the Depositor to the Sellers in connection with the acquisition of such Purchased Assets under the Loan Purchase Agreement. In consideration for the purchase of the Sold Assets on the Closing Date and from time to time thereafter by the Issuer pursuant to the Sale and Servicing Agreement, the Issuer will agree, subject to the Indenture, to pay to the Depositor (x) in the case of any Initial Loan, on the Closing Date and (y) in the case of any Additional Loan sold on a Loan Action Date and any Additional Loan constituting a Renewal Loan with respect to a Renewal Loan Replacement, on or after the applicable Addition Date, but in no event later than the later of (A) the Payment Date immediately following such Addition Date and (B) the fifth (5th) Business Day after such Addition Date, the purchase price for the related Loans which shall consist of (i) cash proceeds from the issuance of the Notes, (ii) with respect to any Additional Loans (including any conveyance in connection with Renewal Loan Replacements), amounts available for such purpose under the Indenture, including funds on deposit in the Collection Account or the Principal Distribution Account, and (iii) the Class A trust certificates or an increase in the value thereof. In the case of any Renewal Loan Replacement, the purchase price paid by the Issuer will be calculated based on the excess, if any, of the Loan Principal Balance of the Renewal Loans over the Terminated Loan Price of the Terminated Loans, in each case at the time of the Renewal. In the case of any Issuer Loan Exchange, the purchase price paid by the Issuer will be calculated on the excess, if any, of the aggregate Loan Principal Balance of the Replacement Loans over the aggregate Loan Principal Balance of the related Exchanged Loans. Any portion of the Purchase Price for any Loan that is not paid in cash will constitute a contribution to the capital of the Issuer. Any such conveyance of Additional Loans (other than in connection with a Renewal Loan Replacement) will occur on an Addition Date and the Cut-Off Date with respect to any such Additional Loans will be the date specified in the related Additional Loan Assignment. The Cut-Off Date with respect to any Renewal Loans acquired will be the date on which the related Renewal Loan Replacement occurs. While it is anticipated the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will convey to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer all Additional Loans it purchases from the Sellers from time to time under the Loan Purchase Agreement, it is not required to do so.

In connection with each conveyance of Loans and other related Purchased Assets by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer under the Sale and Servicing Agreement, the Depositor will make representations and warranties with respect to the conveyed Loans that are parallel to the representations and warranties made by the applicable Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor in connection with the sale of such Loans to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor under the Loan Purchase Agreement. In connection with any breach of those representations and warranties, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will have a repurchase obligation *vis-à-vis* the Issuer and the Issuer Loan Trustee for the benefit of the Issuer that parallels the repurchase obligation of the applicable Sellers *vis-à-vis* the Depositor and the Depositor Loan Trustee for the benefit of the Depositor under the Loan Purchase Agreement. In addition to the representations and warranties that parallel the representations and warranties made by the applicable Sellers, the Depositor also makes representations and warranties to the following effect:

- a. With respect to (x) the Initial Loans, on the Closing Date and (y) any Additional Loans, upon the applicable Addition Date, the Sale and Servicing Agreement constitutes a valid sale, transfer, assignment and conveyance to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer of all right, title and interest of the Depositor and the Depositor Loan Trustee for the benefit of the Depositor in the Loans (including any Renewal Loans) conveyed to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and the proceeds thereof or, if the Sale and Servicing Agreement does not constitute a sale of such property, it constitutes a grant of a security interest in such property to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, which is enforceable upon execution and delivery of the Sale and Servicing Agreement, in the case of the Initial Loans and upon such Addition Date, in the case of any Additional Loans. Upon the filing of the applicable financing statements, the Issuer and the Issuer Loan Trustee for the benefit of the Issuer will have a first priority perfected security or ownership interest in such property and proceeds;

- b. Other than the security interest granted and the conveyance to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer pursuant to the Sale and Servicing Agreement, neither the Depositor nor the Depositor Loan Trustee for the benefit of the Depositor has pledged, assigned, sold, granted a security interest in or otherwise conveyed any of the Sold Assets; and
- c. Representations and warranties consistent with the Perfection Representations, except speaking, in each case, as to the transfer from the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer and the Sale and Servicing Agreement, in each case, as applicable.

In connection with any breach of those representations and warranties, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor will have a repurchase obligation *vis-à-vis* the Issuer and the Issuer Loan Trustee for the benefit of the Issuer that is independent of any repurchase obligation of any applicable Sellers, as described below.

Upon the obtaining of actual knowledge of, or the receipt of notice by, the Indenture Trustee, the Issuer or the Issuer Loan Trustee that any of the representations or warranties described in (1), (2) or (3) above by the Depositor with respect to a Loan sold to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer was not true when made, which materially adversely affects the interests of the Noteholders in such Loan, the party obtaining actual knowledge or receiving notice of such breach shall give prompt written notice thereof to the applicable Seller, the Depositor, the Depositor Loan Trustee, the Issuer, the Issuer Loan Trustee and the Indenture Trustee. Within sixty (60) days from the date on which the Depositor is notified of, or has obtained actual knowledge of, such breach, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor shall either cure (or exercise its rights under the Loan Purchase Agreement to require the applicable Seller to cure) such breach in all material respects or purchase the affected Loan at the applicable Repurchase Price. In the event that the Depositor and the Depositor Loan Trustee for the benefit of the Depositor (or the applicable Seller) has not cured any breach with respect to these representations and warranties within the required sixty-day period, the Depositor and the Depositor Loan Trustee for the benefit of the Depositor must repurchase their respective interests in the subject Loan on the first Payment Date following the Collection Period in which such sixty-day period expired, by the Depositor paying to the Issuer within five (5) Business Days following such Payment Date in immediately available funds an amount equal to the Repurchase Price. Upon receipt of such Repurchase Price in the Collection Account and release of such Loan from the lien of the Indenture, effective as of the date of such payment automatically and without further action, the Issuer and the Issuer Loan Trustee for the benefit of the Issuer will sell to the Depositor and, solely with respect to legal title of the applicable Loan, the Depositor Loan Trustee for the benefit of the Depositor, without recourse, representation or warranty all of each of the Issuer's and the Issuer Loan Trustee for the benefit of the Issuer's right, title and interest in, to, and under (i) such Loan, (ii) with respect to the Issuer, the right to receive Collections in respect of such Loan from and after the date of such repurchase, (iii) all Sold Assets relating to such Loan and (iv) all proceeds of any of the property and assets described in the foregoing clauses (i) through (iii). The obligations of the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to cure (or cause the applicable Seller to cure) or purchase the affected Loan shall constitute the sole and exclusive remedy respecting a breach of these representations or warranties with respect to the affected Loan. The Depositor Loan Trustee's and the Issuer Loan Trustee's only obligation in respect of such repurchases is to take such action as directed in writing by the Depositor or the Issuer, as applicable. The Indenture Trustee and the Issuer Loan Trustee shall have no obligation to conduct any investigation with respect to discovering any breach of any representation or warranty other than as expressly provided in the Sale and Servicing Agreement.

Additionally, the conveyances of Loans and other related Purchased Assets by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer under the Sale and Servicing Agreement are subject to the satisfaction of conditions similar to those described above under "*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*" with respect to the conveyance of Loans and other related Purchased Assets by the Sellers to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor.

For further detail on (i) conveyances of Loans from the Sellers to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and from the Depositor and the Depositor Loan Trustee for the benefit of the

Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer on the Closing Date and from time to time during the Revolving Period, (ii) Loan repurchase obligations as a consequence of breaches of certain representations and warranties and (iii) other circumstances in which Loans may be added or removed from the Loan Pool, see “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum.

Pursuant to the Sale and Servicing Agreement, and in accordance with Rule 3a-7 of the Investment Company Act, the Issuer may not acquire additional Loans or related assets or dispose of Loans or related assets for the primary purpose of recognizing gains or decreasing losses resulting from market value changes.

### **Servicing of Loans**

The Servicer will service and administer the Loans (or cause the Loans to be serviced and administered) in accordance with the Credit and Collection Policy and all applicable Requirements of Law and in accordance with the Sale and Servicing Agreement. The Servicer will have full power and authority, acting alone or through any party properly designated by it under the Sale and Servicing Agreement, to do any and all things in connection with such servicing and administration which the Servicer may deem necessary or desirable. Generally speaking, the Servicer will not be liable for any action taken or for refraining from taking action in good faith without willful misfeasance, bad faith or gross negligence or reckless disregard of its duties.

“**Credit and Collection Policy**” shall mean the credit and collection policies and practices and procedures maintained by the Servicer relating to the Loans, as the same may be amended, supplemented or otherwise modified from time to time. The Servicer has covenanted not to amend, modify, waive or supplement the Credit and Collection Policy after the Closing Date in any manner that could reasonably be expected to result in an an Early Amortization Event or Event of Default, except as required by Requirements of Law or as ordered by a court of competent jurisdiction or other Governmental Authority. See “*Risk Factors—Modifications to the Credit and Collection Policy May Result in Changes to the Loan Pool and the Servicing of the Loans*” in this private placement memorandum. If there is a Successor Servicer, “**Credit and Collection Policy**” shall mean the customary and usual servicing, administration and collection practices and procedures used by the Successor Servicer for servicing personal loans comparable to the Loans which the Successor Servicer services for its own account, as the same may be amended, supplemented or otherwise modified from time to time. See “*Risk Factors—Replacement of the Servicer, Inability to Replace the Servicer or Inability of the Sellers to Assist in Servicing the Loans Could Result in Reduced Payments on the Notes*” in this private placement memorandum.

Pursuant to the Sale and Servicing Agreement, the Issuer Loan Trustee will authorize the Servicer acting alone or through an Affiliate or other Subservicer, to execute, deliver and perform any and all agreements, documents or certificates as the Issuer Loan Trustee may be requested or required to undertake in connection with enforcing its rights as the legal title holder to the Loans. In connection with the enforcement of any rights of the Issuer Loan Trustee with respect to any Loan, the Issuer Loan Trustee will furnish the Servicer or such Affiliate or other Subservicer with a power of attorney and any other documents reasonably necessary or appropriate to enable the Servicer or such Affiliate or other Subservicer to enforce such rights on behalf of the Issuer Loan Trustee.

The Servicer may at any time delegate its servicing and administration duties with respect to the Loans under the Sale and Servicing Agreement or enter subservicing arrangements with any Person, including the Sellers or any other Springleaf affiliate, that agrees to conduct such duties in accordance with the Credit and Collection Policy and the terms of the Sale and Servicing Agreement. Notwithstanding any such delegation or subservicing arrangements, the Servicer shall remain obligated and solely liable to the Issuer, the Issuer Loan Trustee, the Indenture Trustee and the Noteholders for the servicing and administering of the Loans in accordance with the provisions of the Sale and Servicing Agreement to the same extent and under the same terms and conditions as if the Servicer alone were servicing and administering the Loans.

### **Servicing and Other Compensation and Payment of Expenses**

As full compensation for its servicing activities under the Sale and Servicing Agreement, the Servicer will be entitled to receive the Servicing Fee with respect to each Collection Period (or portion thereof) occurring prior to the termination of the Trust pursuant to the terms of the Trust Agreement. The Servicing Fee for any Collection

Period, other than the Collection Period relating to the initial Payment Date, will be an amount equal to the product of (i) 3.50%, multiplied by (ii) the aggregate Loan Principal Balance as of the first day of such Collection Period, multiplied by (iii) one-twelfth. The Servicing Fee for the Collection Period relating to the initial Payment Date will be an amount equal to the product of (i) 3.50%, multiplied by (ii) the aggregate Loan Principal Balance as of the Initial Cut-Off Date, multiplied by (iii) two-twelfths. The Servicing Fee will be payable to the Servicer solely to the extent that amounts are available for payment in accordance with the terms of the Indenture (including by the Servicer retaining Collections or withdrawing Collections from the Collection Account in an amount up to the aggregate accrued and unpaid Servicing Fee). As additional compensation, the Servicer will be entitled to retain or withdraw from the Collection Account all Supplemental Servicing Fees.

The Servicer shall be required to pay the fees, costs and expenses incurred by the Servicer in connection with its servicing responsibilities under the Sale and Servicing Agreement, including expenses related to enforcement of the Loans, out of its own account and will not be entitled to any payment or reimbursement therefore other than the Servicing Fee and certain other amounts described in the definition of Excluded Amounts.

The Back-up Servicer is entitled to receive, on each Payment Date, as compensation for its activities under the Back-up Servicing Agreement, the Back-up Servicing Fee. The Back-up Servicing Fee for any Payment Date is equal to the greater of (a) \$5,000 and (b) the product of 0.025% per annum and the aggregate Loan Principal Balance of the Loans as of the first day of the related Collection Period (or, with respect to the initial Payment Date, as of the Initial Cut-Off Date) calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 33 days). The Back-up Servicing Fee will no longer be payable to the extent that the Back-up Servicer has become the successor servicer.

The Back-up Servicer will be entitled to receive from the Servicer (i) indemnification payments in respect of losses arising from or otherwise relating to the Back-up Servicer's participation in the transactions described in the Back-up Servicing Agreement, except to the extent that any such losses relate to or arise from the Back-up Servicer's gross negligence, willful misconduct or bad faith (excluding errors in judgment) of the Back-up Servicer in the performance of its duties under the Back-up Servicing Agreement or by reason of reckless disregard of its obligations and duties under the Back-up Servicing Agreement (in each case, as determined by a court of competent jurisdiction), (ii) reimbursement of reasonable and documented out-of-pocket expenses (including, without limitation, legal fees of external counsel) of the Back-up Servicer incurred in connection with the performance of its duties under the Back-up Servicing Agreement, including the execution of any amendments and (iii) reimbursement of its reasonable costs and expenses in connection with the assumption of its servicing obligations after the delivery of a Termination Notice to the Servicer (such costs and expenses, the "**Servicing Transition Costs**"). If the Servicer does not pay any such amounts described in the immediately preceding sentence within sixty (60) days following demand therefor, the Back-up Servicer shall be entitled to receive payment of such unpaid amounts in accordance with the Priority of Payments. The Back-up Servicer shall be required to pay all expenses (other than Servicing Transition Costs) incurred by it in connection with its activities under the Back-up Servicing Agreement (including taxes imposed on the Back-up Servicer and all expenses incurred in connection with reports delivered thereunder).

The payment of fees and reimbursement of expenses of the Indenture Trustee, the Account Bank and the Note Registrar pursuant to the Indenture, the payment of fees and reimbursement of expenses of the Owner Trustee pursuant to the Trust Agreement, the reimbursement of expenses of the Back-up Servicer pursuant to the Back-up Servicing Agreement (other than Servicing Transition Costs), the payment of fees and reimbursement of expenses of the Depositor Loan Trustee and the Issuer Loan Trustee pursuant to the Depositor Loan Trust Agreement and the Issuer Loan Trust Agreement, respectively, and the payment to the Owner Trustee, the Indenture Trustee, the Depositor Loan Trustee, the Issuer Loan Trustee and any other Person entitled thereto of any indemnified amounts due and owing from the Issuer pursuant to any Transaction Document from the assets of the Trust Estate payable on a senior basis in accordance with the Priority of Payments are subject to an aggregate annual cap of \$200,000 for all such amounts during any calendar year; *provided*, that such dollar amount limitation shall not apply following the occurrence and continuation of an Event of Default. Prior to the occurrence and continuation of an Event of Default, all such amounts that exceed such cap are payable from the assets of the Trust Estate on a subordinate basis in accordance with the Priority of Payments.



Each of the Servicing Fees and the Back-up Servicing Fees will be paid from collections in respect of the Loans in accordance with the Priority of Payments or, in the case of the Servicing Fee, as retained or withdrawn from the Collection Account.

### **Payments on Loans; Collection Account**

Except as otherwise provided below, the Servicer shall deposit Collections into the Collection Account as promptly as possible after the date of processing of such Collections but in no event later than the second (2nd) business day following the date of processing. Notwithstanding anything else in the Indenture or the Sale and Servicing Agreement to the contrary, for so long as (a) no Early Amortization Event or Event of Default has occurred and is continuing and (b) the Servicer maintains a long term unsecured rating of “A” or higher and a short term unsecured rating of “A-1” or higher from S&P, as applicable, the Servicer need not make the deposits of Collections into the Collection Account as provided in the preceding sentence but may make a single deposit in the Collection Account in immediately available funds not later than 11:00 a.m., New York City time, on the business day preceding the immediately succeeding Payment Date in an amount equal to the Collections received during the related Collection Period. If the Servicer fails to make the deposit required by the preceding sentence by 11:00 a.m., New York City time, on the business day preceding the Payment Date, the Indenture Trustee will promptly make a claim for payment of the applicable amounts under the Performance Support Agreement. The Servicer may retain or withdraw from the Collection Account funds constituting Collections in an amount equal to its accrued and unpaid Servicing Fee, Supplemental Servicing Fees and certain other amounts described in the definition of Excluded Amounts, will not constitute Collections and will not be required to be deposited in the Collection Account. In addition, during the Revolving Period, so long as no Reinvestment Criteria Event was outstanding as of the most recent Payment Date, the Servicer may retain, or may withdraw from the Collection Account, amounts with respect to each Collection Period not to exceed in the aggregate the lesser of (i) the Principal Collections received during such Collection Period or the immediately preceding Collection Period (to the extent remaining on deposit in the Collection Account) and (ii) the aggregate purchase prices payable by the Issuer in respect of (x) Renewal Loans in connection with any Renewal Loan Replacements during such current Collection Period or (y) any Additional Loans acquired or to be acquired by the Issuer during such current Collection Period, and the Servicer shall remit each such amount to the Depositor on behalf of the Issuer to pay the purchase price in respect of any such Renewal Loan or Additional Loan, as applicable.

Additionally, so long as no Overcollateralization Event or other Reinvestment Criteria Event is then outstanding, the Servicer may, on each Payment Date during the Revolving Period, on behalf of the Issuer, withdraw from the Collection Account for remittance in accordance with the Trust Agreement all Collections on deposit in the Collection Account received during the month in which such Payment Date falls that constitute Collections in respect of Loans identified as a Charged-Off Loan or Excluded Loan (each such Loan, an “**Ineligible Loan**”) as of the end of the most recently ended Collection Period and which are designated and classified as Excluded Ineligible Loans (as defined below). Further, notwithstanding anything to the contrary herein, the Servicer, on behalf of the Issuer, on each day after such Payment Date may retain, or may withdraw from the Collection Account to the extent on deposit therein, all further Collections (including, for the avoidance of doubt, Collections constituting recoveries in respect of Charged-Off Loans that have been designated and classified as Excluded Ineligible Loans) received in respect of such Ineligible Loans described in the preceding sentence for remittance in accordance with the Trust Agreement. The Servicer shall identify in the Monthly Servicer Report any Loans that it intends to designate and classify as Ineligible Excluded Loans (as defined below) on the related Payment Date, and any retention of Collections or withdrawals from the Collection Account as described in the preceding two sentences during any Collection Period shall be reported in the Monthly Servicer Report for such Collection Period. Each such Ineligible Loan designated by the Servicer as being a Loan as to which Collections thereon (including, for the avoidance of doubt, Collections constituting recoveries in respect of Charged-Off Loans that have been designated and classified as Excluded Ineligible Loans) may be retained by the Servicer or withdrawn by the Servicer from the Collection Account on behalf of the Issuer as contemplated in this paragraph is referred to in this private placement memorandum as an “**Excluded Ineligible Loan**”). For the avoidance of doubt, an Excluded Loan that was not a Delinquent Loan at the time such Loan was designated and classified as an Excluded Ineligible Loan shall not cease to be designated as such by virtue of it later becoming a Delinquent Loan. Additionally, for the avoidance of doubt, no Excluded Ineligible Loan shall at any time cease to be classified and accounted for as such unless (i) it was an Eligible Loan as of the end of the most recently ended Collection Period and (ii) all Collections in respect of such Loan received since the end of the most recently ended Collection Period (including Collections otherwise subject to retention or withdrawal pursuant to the Indenture) are and remain on deposit in the Collection Account. Excluded Ineligible Loans will not be included in the Loan

Action Date Loan Pool for purposes of determining whether a Reinvestment Criteria Event or an Overcollateralization Event occurs on the related Loan Action Date.

Amounts on deposit in the Collection Account shall, at the written direction of the Servicer, be invested by the Indenture Trustee in Eligible Investments selected by the Servicer. In the absence of any such written direction, amounts in the Collection Account will not be invested and the Indenture Trustee will have no obligation or liability to pay any interest or earnings thereon. Pursuant to the Sale and Servicing Agreement, the Servicer shall instruct the Indenture Trustee to make withdrawals and payments from the Collection Account for the purposes of carrying out the Servicer's or the Indenture Trustee's duties under the Indenture and under the Sale and Servicing Agreement.

### **Duties of the Back-up Servicer**

Under the Back-up Servicing Agreement, the Back-up Servicer has agreed to perform certain duties on behalf of the Issuer, the Issuer Loan Trustee for the benefit of the Issuer and the Indenture Trustee for the benefit of the Noteholders, including: (i) in cooperation and consultation with the Servicer, reviewing the servicing procedures and systems of the Servicer and adopting such changes or other modifications to the systems of the Back-up Servicer or assisting the Servicer to make changes or other modifications as are reasonably necessary to ensure that the Back-up Servicer is able to perform its duties and obligations during the Servicing Centralization Period, during the Servicing Transition Period and following the Servicing Assumption Date, (ii) upon receipt of a Monthly Data Tape from the Servicer (which will be delivered by the Servicer no later than three (3) Business Days prior to each Monthly Determination Date), (a) reviewing such Monthly Data Tape to confirm that the information contained therein appears to be readable on its face and that it is in a format reasonably acceptable to the Back-up Servicer, (b) using the data contained therein, confirming the following calculations and comparing the same against the calculations reflected in the Monthly Servicer Report: Adjusted Loan Principal Balance, Aggregate Note Balance, Back-up Servicing Fee, Class A Monthly Interest Amount, Class A Note Balance, Class B Monthly Interest Amount, Class B Note Balance, Class C Monthly Interest Amount, Class C Note Balance, Class D Monthly Interest Amount, Class D Note Balance, First Priority Principal Payment, Second Priority Principal Payment, Third Priority Principal Payment, Fourth Priority Principal Payment, Monthly Net Loss Percentage, Regular Principal Payment Amount, aggregate Loan Action Date Loan Principal Balance, and Servicing Fee and (c) providing notice of discrepancies to the Servicer no later than three (3) Business Days after receipt of the Monthly Date Tape and (iii) not less than once per twelve-month period, meeting with the Servicer's management at a telephonic meeting coordinated by the Servicer or at the Servicer's corporate headquarters, as agreed upon by the Back-up Servicer and the Servicer, to discuss any material changes to the Servicer's servicing processes and procedures adopted by the Servicer during such twelve-month period.

### **Servicing Centralization Period**

Unless a Servicing Transfer has already occurred, if at any time SFC and its Affiliates cease all or substantially all origination and servicing activity with respect to personal loans (a "**Servicing Centralization Trigger Event**") and the Indenture Trustee delivers a Servicing Centralization Period Notice to the Back-up Servicer (the period from the Back-up Servicer's receipt of a Servicing Centralization Period Notice and ending on the receipt by the Back-up Servicer of a Servicing Transfer Notice, the "**Servicing Centralization Period**"), the Back-up Servicer may perform, in addition to the duties described above under "*Duties of the Back-up Servicer*," the duties listed below and any other actions, in each case to the extent the Back-up Servicer deems necessary in order to ensure its preparedness to act as the Servicer:

1. Hire sufficient personnel and allocate appropriate space and resources as may be necessary in connection with the performance of its duties during the Servicing Transition Period and the assumption of duties of Servicer under the Sale and Servicing Agreement.
2. Participate in status meetings with the Servicer and its personnel.
3. Resolve any information technology issues regarding remote access to Springleaf's computer system (including to all scanned or otherwise electronically stored Loan Agreements).
4. Confirm that access and control over the Central Lockbox is fully vested with the Back-up Servicer.

5. Negotiate any necessary subservicing or other agreements with third-party servicers, collection agents or other service providers.
6. Enter into a custodial agreement acceptable to the Back-up Servicer with a third-party custodian (which may be Wells Fargo) selected by SFC and consented to by the Back-up Servicer in its reasonable discretion and confirm that all Loan Agreements constituting instruments or chattel paper are held with such custodian (other than an immaterial number of such documents).

The Servicer has agreed in the Back-up Servicing Agreement that, upon its receipt of a Servicing Centralization Period Notice, (x) to cooperate with the Back-up Servicer in its performance of the duties described above and (y) to do each of the following:

1. Promptly establish and maintain the central Lockbox.
2. Promptly commence, and within six (6) months thereafter complete, the distribution of written notices to all Loan Obligors instructing them to direct payments to the Central Lockbox or to a Permitted Payment Location.
3. Promptly commence, and within six (6) months thereafter complete, the implementation of new procedures regarding acceptance of payments constituting Collections at branch locations of the Servicer and the Sellers as follows: (a) deliver to Loan Obligors that “walk-in” to remit Collections written materials encouraging remittance of Collections to the Central Lockbox or to a Permitted Payment Location and (b) discontinue accepting cash payments at branch locations with respect to the Loans.
4. To the extent any cash payments constituting Collections are received by the Servicer, promptly (and in any event not more than two (2) Business Days following receipt thereof) remit all such Collections to the Central Lockbox.
5. Unless otherwise prohibited by any applicable Requirements of Law, contact all Loan Obligors of Loans with respect to which one or more required payments is past due not later than seven (7) days after the due date thereof regarding all delinquent payments.
6. Make available to the Back-Up Servicer any imaged loan files of the Loan Agreements held in custody of the Servicer (or its designees).
7. Not later than six (6) months after receipt of the Servicing Centralization Period Notice, deliver all Loan Agreements constituting instruments or chattel paper previously held by or on behalf of the Servicer or any Seller previously held by or on behalf of the Servicer or any Seller to the Back-Up Servicer or a custodian selected by the Servicer and consented to by the Back-Up Servicer (such consent not to be unreasonably withheld or delayed); *provided*, that, with respect to the Loan Agreements delivered to the Back-Up Servicer or a mutually agreed custodian, the Back-Up Servicer and such custodian, as applicable, shall provide the Servicer reasonable access to such Loan Agreements.

A “**Servicing Centralization Period Notice**” is a written notice substantially in the applicable form attached to the Back-up Servicing Agreement from the Indenture Trustee (acting at the written direction of the Required Noteholders) to the Back-up Servicer (with a copy to the Servicer) advising the Servicer and the Back-up Servicer of the occurrence of a Servicing Centralization Trigger Event.

The “**Central Lockbox**” is a post office box and linked deposit account established and maintained on behalf of the Back-up Servicer in the name of the Indenture Trustee for the purpose of receiving Collections after the commencement of the Servicing Centralization Period.

A “**Permitted Payment Location**” is any payment location operated in conjunction with an established electronic payment service that is approved in writing by the Servicer.

### **Certain Matters Regarding the Servicer**

The primary servicing duties to be performed by the Servicer include processing and maintaining the Loans and Loan Agreements, tracking and monitoring the status of the Loans, responding to Loan Obligor inquiries, collection and remittance of principal of and interest payments on the Loans, collection of insurance claims, loss mitigation procedures, charging-off Loans as uncollectible and liquidations of Loans and collateral securing such Loans and collecting on deficiency balances. The Servicer also will provide certain required data and information to the Back-up Servicer and the Indenture Trustee with respect to the Loans.

The Servicer may delegate any of its servicing and administration duties with respect to the Loans under the Sale and Servicing Agreement or enter subservicing arrangements with any Person, but no such Person will be entitled to any additional compensation from assets of the Trust Estate. Notwithstanding the delegation of its servicing obligations, the Servicer will (until its resignation or removal as Servicer) remain liable under the Sale and Servicing Agreement for the servicing of the Loans.

The Sale and Servicing Agreement will provide that neither the Servicer, nor any directors, officers, partners, members, managers, employees or agents of the Servicer in its capacity as Servicer, will be under any liability to the Issuer, the Owner Trustee, the Indenture Trustee, the Noteholders or any other Person for the taking of any action or for refraining from the taking of any action in good faith pursuant to the Sale and Servicing Agreement; *provided, however*, that none of the Servicer or any such directors, officers, partners, members, managers, employees or agents of the Servicer, will be protected against any liability that would otherwise be imposed by reason of willful misfeasance, bad faith or gross negligence in the performance of his or its duties or by reason of reckless disregard of his or its obligations and duties thereunder.

### **Servicer Obligation to Purchase for Servicer Breach**

Under the Sale and Servicing Agreement, the Servicer and any Successor Servicer by its appointment thereunder will make, with respect to itself only, on the Closing Date (or on the date of the appointment of such Successor Servicer) and shall make on each Addition Date, the following representations and warranties and shall covenant to certain matters, including the following:

- It shall (i) duly satisfy all obligations on its part to be fulfilled under the Sale and Servicing Agreement or in connection with each Loan and will maintain in effect all qualifications required under Requirements of Law in order to service properly each Loan; (ii) comply in all material respects with the Credit and Collection Policy; and (iii) comply with all other Requirements of Law in connection with servicing each Loan the failure to comply with which would have an Adverse Effect;
- It shall not permit any amendment, waiver, modification, rescission or cancellation of any Loan, except in accordance with the Credit and Collection Policy, as required by Requirements of Law or as ordered by a court of competent jurisdiction or other Governmental Authority; and
- It shall take no action which, nor omit to take any action the omission of which, would impair, in any material respect, the rights of the Issuer or the Indenture Trustee in any Loan, nor shall it reschedule, revise or defer payments due on any Loan except in accordance with the Credit and Collection Policy or as required by Requirements of Law.

In the event any of the representations, warranties or covenants of the Servicer set forth above with respect to any Loan is breached (the “**Applicable Representations**”), which breach materially adversely affects the interests of the Noteholders in such Loan, and is not cured within sixty (60) days from the first date on which the Servicer either (A) is notified by the Issuer, the Indenture Trustee or the Depositor of or (B) discovered such breach, then any Loan or Loans to which such event relates shall be transferred and assigned to the Servicer on or prior to the Payment Date immediately following the Collection Period in which such sixty-day period expired (with payment for such assigned

Loans to be made not later than five (5) Business Days following such Payment Date). The cure or purchase obligations referred to above will constitute the sole remedy available to the Issuer, the Issuer Loan Trustee for the benefit of the Issuer, the Depositor, the Depositor Loan Trustee for the benefit of the Depositor, the Noteholders or the Indenture Trustee with respect to the Servicer's breach of such Applicable Representations.

The Servicer shall effect any such purchase by making a deposit into the Collection Account or other applicable Note Account in immediately available funds in an amount equal to the Loan Principal Balance of the Loans to be transferred and assigned to it as of such date.

### **Servicer Defaults**

“**Servicer Defaults**” under the Sale and Servicing Agreement will consist of:

(a) any failure by the Servicer to make any payment, transfer or deposit or to give instructions or notice to the Indenture Trustee to make such payment, transfer or deposit on or before the date such payment, transfer or deposit or such instruction or notice is required to be made or given, as the case may be, under the terms of the Sale and Servicing Agreement or the Indenture, and which continues unremedied for a period of five (5) Business Days after the earlier of (i) the date on which notice of such failure, requiring the same to be remedied, shall have been given by registered or certified mail to the Servicer by the Issuer, the Issuer Loan Trustee or the Indenture Trustee, or to the Servicer, the Issuer and the Indenture Trustee by the Required Noteholders and (ii) the actual knowledge of the Servicer thereof; or

(b) any failure on the part of the Servicer duly to observe or perform any other covenants or agreements of the Servicer set forth in the Sale and Servicing Agreement or the Indenture, which failure has a material adverse effect on the interests of the Noteholders (as determined by the Required Noteholders) and which continues unremedied for a period of ninety (90) days after the earlier of (i) the date on which notice of such failure, requiring the same to be remedied, shall have been given by registered or certified mail to the Servicer by the Issuer or the Indenture Trustee, or to the Servicer, the Issuer and the Indenture Trustee by the Required Noteholders and (ii) the actual knowledge of the Servicer thereof; or

(c) any representation, warranty or certification made by the Servicer in the Sale and Servicing Agreement or the Indenture or in any certificate delivered pursuant to the Sale and Servicing Agreement or the Indenture shall prove to have been incorrect when made or deemed made and such failure has a material adverse effect on the Noteholders (as determined by the Required Noteholders) and which continues unremedied for a period of ninety (90) days after the earlier of (i) the date on which a notice specifying such incorrect representation or warranty and requiring the same to be remedied, shall have been given by registered or certified mail to the Servicer by the Issuer, the Issuer Loan Trustee for the benefit of the Issuer or the Indenture Trustee, or to the Servicer, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer and the Indenture Trustee by the Required Noteholders and (ii) the actual knowledge of the Servicer thereof; or

(d) an Insolvency Event with respect to the Servicer shall have occurred.

*provided, however*, that a delay in or failure of performance referred to in paragraph (a) above for a period of ten (10) Business Days or in paragraph (b) or (c) above for a period of sixty (60) Business Days after the applicable grace period, shall not constitute a Servicer Default if such delay or failure was caused by a Force Majeure Event. If, following the expiration of such ten (10) Business Day incremental grace period (in the case of a delay or failure of performance described in paragraph (a)) or such sixty (60)-Business Day incremental grace period (in the case of a delay or failure of performance described in paragraph (b) or (c) above), the applicable delay or failure of performance remains outstanding but the Servicer continues to work diligently to remedy such delay or failure of performance, then the grace period shall be extended for a further thirty (30) days upon notice from the Servicer to the Indenture Trustee.

See “*Risk Factors—Replacement of the Servicer, Inability to Replace the Servicer or Inability of the Sellers to Assist in Servicing the Loans Could Result in Reduced Payments on the Notes*” and “*Risk Factors—The*

*“De-Centralized” Nature of the Servicing May Pose Additional Risks to Investors*” for a description of the risks associated with replacing the Servicer upon the occurrence of a Servicer Default.

### **Rights Upon Servicer Default**

So long as a Servicer Default under the Sale and Servicing Agreement is continuing, the Indenture Trustee may (and upon the written direction of the Required Noteholders shall), by notice then given to the Servicer, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer and the Back-up Servicer (a **“Termination Notice”**), (i) terminate all of the rights and obligations of the Servicer as Servicer under the Sale and Servicing Agreement and the Indenture and (ii) direct the applicable party to terminate any power of attorney granted to the Servicer and direct such party to execute a new power of attorney to the Indenture Trustee or its designee. The existence of a Servicer Default may be waived with the consent of the Required Noteholders.

On and after the receipt by the Servicer of a Termination Notice, the Servicer shall continue to perform all servicing functions under the Sale and Servicing Agreement until the earlier of (i) the date specified in the Termination Notice or otherwise specified by the Indenture Trustee and (ii) the Servicing Transfer Date. The Indenture Trustee shall as promptly as possible after the giving of a Termination Notice appoint an Eligible Servicer (which shall be the Back-up Servicer unless the Back-up Servicer is then acting as the Servicer) as a successor Servicer (the **“Successor Servicer”**), and such Successor Servicer shall accept its appointment in writing. In the event that a Successor Servicer has not been appointed or has not accepted its appointment at the time when the Servicer ceases to act as Servicer, the Indenture Trustee without further action shall automatically be appointed the Successor Servicer. The Indenture Trustee may delegate any of its servicing obligations to an Affiliate or agent in accordance with the Sale and Servicing Agreement. Notwithstanding the foregoing, the Indenture Trustee shall, if it is legally unable or unwilling so to act, petition a court of competent jurisdiction to appoint any established institution qualifying as an Eligible Servicer as the Successor Servicer under the Sale and Servicing Agreement.

An **“Eligible Servicer”** is the Indenture Trustee, SFC, the Back-up Servicer or an entity which, at the time of its appointment as Servicer, (a)(i) is either (A) the surviving Person of a merger or consolidation with, or the transferee of all or substantially all of the assets of, SFC in a transaction otherwise complying with the relevant terms of the Sale and Servicing Agreement or (B) an Affiliate of SFC whose obligations are guaranteed by the Performance Support Provider under the Performance Support Agreement, (ii) is servicing a portfolio of personal loans, (iii) is legally qualified and has the capacity (in each case, either directly or through one or more Subservicers) to service and administer the Loans in accordance with the Sale and Servicing Agreement and (iv) is qualified to use the software that is then being used to service the Loans or obtains the right to use or has its own software which is adequate to perform its duties under the Sale and Servicing Agreement or (b)(i) is servicing a portfolio of personal loans, (ii) is legally qualified and has the capacity (in each case, either directly or through one or more Subservicers) to service and administer Loans in accordance with the Sale and Servicing Agreement, (iii) has demonstrated the ability to service professionally and competently a portfolio of loans which are similar to the Loans in accordance with high standards of skill and care and (iv) is qualified to use the software that is then being used to service the Loans or obtains the right to use or has its own software which is adequate to perform its duties under the Sale and Servicing Agreement.

No assurance can be given that the termination of the rights and obligations of the Servicer would not adversely affect the servicing of the Loans, including the loss and delinquency experience of the Loans. See *“Risk Factors—Replacement of the Servicer, Inability to Replace the Servicer or Inability of the Sellers to Assist in Servicing the Loans Could Result in Reduced Payments on the Notes”* in this private placement memorandum. Further, there is no established protocol in the Transaction Documents to appoint a successor Back-up Servicer in the event that the Back-up Servicer becomes successor Servicer under the Sale and Servicing Agreement. Consequently, in the event that after the Back-up Servicer has become the successor Servicer, it is terminated as successor Servicer, the servicing of the Loans, including the delinquency and loss experience of the Loans, could be adversely affected.

### **Resignation of the Servicer**

The Servicer shall not resign from the obligations and duties imposed on it under the Sale and Servicing Agreement except upon a determination (as supported by an Opinion of Counsel) that (i) the performance of its duties under the Sale and Servicing Agreement is no longer permissible under applicable law and (ii) there is no reasonable action which the Servicer could take to make the performance of its duties under the Sale and Servicing Agreement

permissible under applicable law. No resignation shall become effective until a Successor Servicer (which shall be the Back-up Servicer unless the Back-up Servicer is the resigning Servicer) or the Indenture Trustee shall have assumed the responsibilities and obligations of the Servicer in accordance with the Sale and Servicing Agreement (other than in the case of the Back-up Servicer, any such duty or obligation that it is not required to assume under the terms of the Back-up Servicing Agreement). If, within one hundred twenty (120) days of the date of the determination that the Servicer may no longer act as Servicer as described above, the Indenture Trustee is unable to appoint a Successor Servicer, the Indenture Trustee shall serve as Successor Servicer. Notwithstanding the foregoing, the Indenture Trustee shall, if it is legally unable so to act, petition a court of competent jurisdiction to appoint any established institution qualifying as an Eligible Servicer as the Successor Servicer.

The Servicer may assign (which assignment shall not constitute a “resignation” for purposes of the foregoing paragraph) part or all of its obligations and duties as Servicer under the Sale and Servicing Agreement to an Affiliate of the Servicer so long as (a) such entity is an Eligible Servicer as of such assignment, (b) the Performance Support Provider shall have fully guaranteed the performance of the obligations and duties of the Affiliate in such capacity, pursuant to the Performance Support Agreement and (c) the Servicer reasonably determines that such assignment will not materially adversely affect the interests of any Class of Noteholders.

### **Assumption of Servicing by the Back-up Servicer**

In the event that SFC is terminated or resigns as Servicer pursuant to the terms of the Sale and Servicing Agreement, the Back-up Servicer, within a commercially reasonable period of time (not to exceed sixty (60) days) after its receipt of a Servicing Transfer Notice (such period, the “**Servicing Transition Period**”), will be (i) the successor in all respects, except as noted below, to SFC in its capacity as servicer under the Sale and Servicing Agreement and (ii) except as noted below, shall be subject to all the rights, responsibilities, obligations, restrictions, duties, liabilities and termination provisions relating thereto placed on the Servicer by the terms and provisions of the Sale and Servicing Agreement. The date on which such rights, responsibilities and obligations have been so assumed by the Back-up Servicer is referred to herein as the “**Servicing Assumption Date**”. The Servicer is required under the Sale and Servicing Agreement to reasonably cooperate in the transfer of such rights, responsibilities, obligations, restrictions, duties and liabilities to the Back-up Servicer. The Servicing Assumption Date will occur within a commercially reasonable period of time (not to exceed 60 days) after receipt by the Back-up Servicer of a Servicing Transfer Notice.

The Back-up Servicer, as the Successor Servicer, and its successors or assigns, shall have (i) no liability with respect to any obligation which was required to be performed by the predecessor Servicer prior to the date that the Successor Servicer becomes the Servicer or any claim of a third party based on any alleged action or inaction of the predecessor Servicer, (ii) no obligation to perform any purchase, repurchase, reimbursement or advancing obligations, if any, of the Servicer, (iii) no obligation to pay any taxes required to be paid by the Servicer, (iv) no obligation to pay any of the fees and expenses of any other party involved in this transaction and (v) no liability or obligation with respect to any Servicer indemnification obligations of any prior servicer including the original servicer. Furthermore, the Back-up Servicer as Successor Servicer will not be required to service the Loans in accordance with the Credit and Collection Policy, but rather in accordance with the customary and usual servicing, administration and collection practices and procedures used by the Back-up Servicer for servicing personal loans comparable to the Loans which the Back-up Servicer services for its own account and the Back-up Servicer will not be required to carry out the same activities as described above under “—*Servicing of Loans*” and “*Servicing Standards*” in this private placement memorandum.

In the event that the Back-up Servicer becomes Successor Servicer, the Back-up Servicer will determine at such time how it wishes to carry out the servicing and administration of the Loans, and the Back-up Servicer may elect to centralize some or all of the servicing and administration of the Loans. There can be no assurance that the servicing and administration of the Loans by the Back-up Servicer will not adversely affect the performance of the Loans. See “*Risk Factors—Replacement of the Servicer, Inability to Replace the Servicer or Inability of the Sellers to Assist in Servicing the Loans Could Result in Reduced Payments on the Notes*” in this private placement memorandum.

## **Back-up Servicer Termination Events**

“**Back-up Servicer Termination Events**” under the Back-up Servicing Agreement will consist of:

(a) Failure on the part of the Back-up Servicer to duly observe or perform in any material respect any covenant or agreement of the Back-up Servicer set forth in the Back-up Servicing Agreement, which failure continues unremedied for a period of ten (10) Business Days after the date on which a responsible officer of the Back-up Servicer had actual knowledge of such failure or on which written notice of such failure, requiring the same to be remedied, shall have been given to the Back-up Servicer by the Issuer, the Issuer Loan Trustee for the benefit of the Issuer or the Indenture Trustee (acting at the written direction of the Required Noteholders); or

(b) (i) The commencement of an involuntary case under the federal bankruptcy laws, as in effect as of the Closing Date or from time to time thereafter, or another present or future, federal or state bankruptcy, insolvency, receivership, conservatorship or similar law, or the Back-up Servicer becomes subject to a receivership under the orderly liquidation authority pursuant to the Dodd Frank Act and regulations adopted in accordance therewith, and such case is not dismissed within forty-five (45) calendar days; or (ii) the entry of a decree or order for relief by a court or regulatory authority having jurisdiction in respect of the Back-up Servicer in a case under the federal bankruptcy laws, as in effect as of the Closing Date or from time to time thereafter, or another present or future, federal or state bankruptcy, insolvency, receivership, conservatorship or similar law, or appointing a conservator, receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Back-up Servicer or of any substantial part of its properties or ordering the winding up or liquidation of the affairs of the Back-up Servicer; or

(c) The commencement by the Back-up Servicer of a voluntary case under the federal bankruptcy laws, as in effect as of the Closing Date or from time to time thereafter, or any other present or future, federal or state bankruptcy, insolvency, receivership, conservatorship or similar law, or the consent by the Back-up Servicer to the appointment of or taking possession by a conservator, receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Back-up Servicer or of any substantial part of its property or the making by the Back-up Servicer of an assignment for the benefit of creditors or the failure by the Back-up Servicer generally to pay its debts as such debts become due or the taking of corporate action by the Back-up Servicer in furtherance of any of the foregoing, or the consent by the Back-up Servicer to become subject to a receivership under the orderly liquidation authority pursuant to the Dodd Frank Act and regulations adopted in accordance therewith; or

(d) Any representation, warranty or statement of the Back-up Servicer made in the Back-up Servicing Agreement or any certificate, report or other writing delivered by the Back-up Servicer pursuant to the Back-up Servicing Agreement shall prove to be incorrect in any material respect as of the time when the same shall have been made and, within ten (10) Business Days after the Servicer had actual knowledge thereof or written notice thereof shall have been given to a responsible officer of the Back-up Servicer by the Issuer, the Issuer Loan Trustee for the benefit of the Issuer or the Indenture Trustee (acting at the written direction of the Required Noteholders), the circumstances or condition in respect of which such representation, warranty or statement was incorrect shall not have been waived, eliminated or otherwise cured.

## **Rights upon Back-up Servicer Termination Events**

If a Back-up Servicer Termination Event shall occur and be continuing, the Indenture Trustee (acting at the written direction of the Required Noteholders) shall, by notice given in writing to the Back-up Servicer, terminate all of the rights and obligations of the Back-up Servicer under the Back-up Servicing Agreement (except certain rights and indemnification obligations which expressly survive such termination). The terminated Back-up Servicer will cooperate with the Servicer and the Indenture Trustee in effecting the termination of the responsibilities and rights of the terminated Back-up Servicer under the Back-up Servicing Agreement.



## **Resignation of the Back-up Servicer**

Prior to the time the Back-up Servicer and the Servicer receive a Servicing Transfer Notice, the Back-up Servicer may resign as Back-up Servicer only upon determination that the performance of its duties shall no longer be permissible under applicable law or that compliance with any applicable law would result in a material adverse impact on the Back-up Servicer's financial condition; *provided, however*, that (i) the Back-up Servicer may resign if it has not received its Back-up Servicing Fee by the later of (a) sixty (60) days after such fee becomes due and (b) the applicable Payment Date pursuant to the Priority of Payments and (ii) no permitted resignation by the Back-up Servicer shall be effective until a successor Back-up Servicer acceptable to the Indenture Trustee (acting at the written direction of the Required Noteholders) and the Servicer (which consent shall not be unreasonably withheld) has been appointed and has assumed the responsibilities of the Back-up Servicer under the Back-up Servicing Agreement. In the event that the Back-up Servicer delivers notice pursuant to the foregoing sentence, the Servicer will cooperate with the Indenture Trustee, and take such actions as the Indenture Trustee may reasonably request, in order to appoint a replacement Back-up Servicer as promptly as possible. If no successor Back-up Servicer has been appointed within 45 days after the giving of such notice of resignation, the resigning Back-up Servicer may petition any court of competent jurisdiction for the appointment of a successor Back-up Servicer and all reasonable and documented out-of-pocket fees, costs and expenses (including, without limitation, reasonable fees of outside counsel) incurred in connection with such petition shall be paid pursuant to and in accordance with the indemnification and cost reimbursement provisions of the Back-up Servicing Agreement described above under “—Servicing and Other Compensation and Payment of Expenses”.

The Back-up Servicer will be permitted to assign its rights and obligations under the Back-up Servicing Agreement with the consent of each other party to the Back-Up Servicing Agreement.

## **Amendment; Waiver**

### *The Sale and Servicing Agreement*

The Sale and Servicing Agreement may be amended by written agreement signed by the Servicer, the Depositor, the Depositor Loan Trustee, the Issuer and the Issuer Loan Trustee, but without consent of any of the Noteholders, (i) to correct or supplement any provisions of the Sale and Servicing Agreement which may be inconsistent with any other provisions therein or this private placement memorandum or (ii) to add any other provisions with respect to matters or questions arising under or related to the Sale and Servicing Agreement which is not inconsistent with the provisions of the Sale and Servicing Agreement; *provided, however*, that such action shall not adversely affect in any material respect the interest of any of the Noteholders as evidenced by an officer's certificate of the Depositor to such effect delivered to the Indenture Trustee and the Issuer, and the Rating Agency Notice Requirement shall have been satisfied with respect to such amendment. The Sale and Servicing Agreement may also be amended by written agreement signed by the Servicer, the Depositor, the Depositor Loan Trustee, the Issuer and the Issuer Loan Trustee, but without consent of any of the Noteholders, for any other purpose; *provided*, that (i) the Depositor shall have delivered to the Indenture Trustee and the Issuer an Officer's Certificate, dated the date of any such amendment, stating that the Depositor reasonably believes that such amendment will not have an Adverse Effect and (ii) the Rating Agency Notice Requirement shall have been satisfied with respect to any such amendment. The Sale and Servicing Agreement may be amended by the Servicer, the Depositor, the Depositor Loan Trustee, the Issuer and the Issuer Loan Trustee, by a written instrument signed by each of them, but without the consent of the Noteholders, upon satisfaction of the Rating Agency Notice Requirement with respect to such amendment (without anything further) as may be necessary or advisable in order to avoid the imposition of any withholding taxes or state or local income or franchise taxes imposed on the Issuer's property or its income.

In connection with any amendment (other than as described in the foregoing paragraph) to the Sale and Servicing Agreement, the consent of the Required Noteholders shall be required; *provided, however*, that no such amendment shall directly or indirectly (i) reduce in any manner the amount of or delay the timing of any distributions (changes in Early Amortization Events that decrease the likelihood of the occurrence thereof shall not be considered delays in the timing of distributions for purposes of this clause) to be made to Noteholders or deposits of amounts to be so distributed without the consent of each affected Noteholder, (ii) change the definition of or the manner of calculating the interest of any Noteholder without the consent of each affected Noteholder or (iii) reduce the aforesaid percentage required to consent to any such amendment, in each case, without the consent of each Noteholder.

The Required Noteholders may, on behalf of all Noteholders, waive any default by the Depositor, the Depositor Loan Trustee, the Issuer, the Issuer Loan Trustee or the Servicer in the performance of their obligations under the Sale and Servicing Agreement and its consequences, except the failure to make any distributions required to be made to Noteholders or to make any required deposits of any amounts to be so distributed (which such default may only be waived by 100% of the affected Noteholders).

Any amendment which affects the rights, duties, liabilities or immunities of the Owner Trustee will require the Owner Trustee's written consent. The Owner Trustee may, but shall not be obligated to, enter into any such amendment which affects the Owner Trustee's rights, duties, benefits, protections, privileges or immunities under the Sale and Servicing Agreement or otherwise. In connection with the execution of any amendment under the Sale and Servicing Agreement, the Owner Trustee shall be entitled to receive an Opinion of Counsel to the effect that such amendment is permitted under the terms of the Sale and Servicing Agreement.

#### *The Back-up Servicing Agreement*

The Back-up Servicing Agreement may be amended from time to time by the Back-up Servicer, the Servicer, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer and the Indenture Trustee, by a written instrument signed by each of them, but without consent of any of the Noteholders, (i) to correct or supplement any provisions therein which may be inconsistent with any other provisions therein or this private placement memorandum or (ii) to add any other provisions with respect to matters or questions arising under the Back-up Servicing Agreement which shall not be inconsistent with the provisions of the Back-up Servicing Agreement; *provided, however*, that such action shall not adversely affect in any material respect the interest of any of the Noteholders as evidenced by an Officer's Certificate of the Issuer to such effect. Additionally, the Back-up Servicing Agreement may be amended from time to time by the Back-up Servicer, the Servicer, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer and the Indenture Trustee, but without the consent of any of the Noteholders; *provided*, that (i) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate, dated the date of any such amendment, stating that the Issuer reasonably believes that such amendment will not have an Adverse Effect and (ii) the Rating Agency Notice Requirement shall have been satisfied with respect to any such amendment.

The Back-up Servicing Agreement may also be amended from time to time by the Back-up Servicer, the Servicer, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer and the Indenture Trustee, with the consent of the Required Noteholders, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Back-up Servicing Agreement or of modifying in any manner the rights of the Noteholders.

The Issuer is required to furnish notification of the substance of each such amendment to the Servicer, the Issuer Loan Trustee for the benefit of the Issuer, the Indenture Trustee and each Noteholder, and the Servicer is required to furnish notification of the substance of such amendment to each Rating Agency.

Each of the Issuer and the Issuer Loan Trustee has agreed in the Indenture that it will not terminate, amend, waive, supplement or otherwise modify any of, and will not consent to any of the foregoing with respect to, or consent to the assignment by any party of, the Transaction Documents to which it is a party except as described in "*The Indenture—Modifications of Transaction Documents*" in this private placement memorandum.

In certain cases, the Issuer may amend, modify, waive, supplement or agree to any amendment, modification, supplement or waiver of the terms of the Sale and Servicing Agreement or the Back-up Servicing Agreement without the consent of any Holders of the Noteholders. See "*Risk Factors—The Noteholders Have Limited Control over Amendments, Modifications and Waivers to, and Assignments of, the Indenture and other Transaction Documents*" in this private placement memorandum.

## THE INDENTURE

### General

The Notes will be issued pursuant to the Indenture, to be dated the Closing Date (the “**Indenture**”), among the Issuer, the Issuer Loan Trustee, the Indenture Trustee and the Servicer. Set forth below are summaries of the specific terms and provisions pursuant to which the Notes will be issued. The summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the provisions of the Indenture.

The Issuer and, with respect to the legal title of the Loans, the Issuer Loan Trustee will grant to the Indenture Trustee for the benefit of the Noteholders all of the Issuer’s right, title and interest in and to the Trust Estate, whether now existing or hereafter created.

Any Loan that is to be conveyed to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor pursuant to a Loan Action or any Renewal Loan Replacement and certain rights relating to such Loan (including rights to future payments in respect thereof) or otherwise will be deemed to be automatically released from the lien of the Indenture without any action being taken by the Indenture Trustee upon payment of the applicable consideration to the Issuer. In addition, in the event that a Loan becomes a Charged-Off Loan, such Charged-Off Loan and certain related rights (including rights to future payments in respect thereof) will be deemed to be automatically released from the lien of the Indenture; *provided*, that all recoveries and other amounts collected by the Issuer, the Depositor or the Servicer with respect to any Charged-Off Loan shall be paid to the Issuer and subject to the lien of the Indenture.

### Collection Account; Principal Distribution Account

The Servicer, for the benefit of the Noteholders, will establish and maintain with the Indenture Trustee and in the name of the Indenture Trustee, on behalf of the Issuer, an Eligible Deposit Account bearing a designation clearly indicating that such account is the “Collection Account” and that the funds and other property credited thereto are held for the benefit of the Noteholders (the “**Collection Account**”). Pursuant to the Sale and Servicing Agreement, the Servicer shall instruct the Indenture Trustee to make withdrawals and payments from the Collection Account for the purposes of carrying out the Servicer’s or the Indenture Trustee’s duties under the Indenture and under the Sale and Servicing Agreement.

In addition, the Servicer, for the benefit of the Noteholders, will establish and maintain with the Indenture Trustee and in the name of the Indenture Trustee, on behalf of the Issuer, a sub-account within the Collection Account bearing a designation clearly indicating that such sub-account is the “Principal Distribution Account” and that the funds and other property credited thereto are held for the benefit of the Noteholders (the “**Principal Distribution Account**”). The Issuer may from time to time deposit, or cause the deposit into the Principal Distribution Account of, funds available to the Issuer that are not required to be deposited into another Note Account or otherwise allocated or to be held in trust on behalf of any Person in accordance with the Indenture or any other Transaction Document.

An “**Eligible Deposit Account**” is either (a) a segregated account with an Eligible Institution or (b) a segregated trust account with the corporate trust department of a depository institution organized under the laws of the United States or any one of the states thereof, including the District of Columbia (or any domestic branch of a foreign bank), and acting as a trustee for funds deposited in such account, so long as (a) such depository institution has a long-term issuer credit rating of “A-” or higher from S&P and a long-term issuer credit rating of “Baa1” or higher from Moody’s and (b) any of the unsecured, unguaranteed senior debt securities of such depository institution shall have a credit rating from Moody’s in one of its generic credit rating categories that signifies “Baa2” or higher.

An “**Eligible Institution**” is a depository institution organized under the laws of the United States of America or any one of the states thereof, including the District of Columbia (or any domestic branch of a foreign bank), which at all times has (a)(i) a long-term unsecured debt rating of “Baa1” or better by Moody’s and (ii) a certificate of deposit rating of “P-2” or better by Moody’s and (b)(i) a long-term issuer credit rating of “A-” or better by S&P and a long-term issuer credit rating of “Baa1” or better by Moody’s or (ii) a short-term issuer credit rating of “A-1” or better by S&P and a short-term issuer credit rating of “P-1” or better by Moody’s. If so qualified, any of the Indenture Trustee,

the Depositor Loan Trustee, the Issuer Loan Trustee or the Administrator may be considered an Eligible Institution for the purposes of this definition.

On each Payment Date, the Indenture Trustee will make distributions from the Collection Account and the Principal Distribution Account in accordance with the provisions set forth under “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

### **Reserve Account**

The Notes will have the benefit of a reserve account (the “**Reserve Account**”) which will be established by the Servicer for the benefit of the Noteholders, with the Indenture Trustee and in the name of the Indenture Trustee, on behalf of the Issuer, on or prior to the Closing Date. Funds on deposit in the Reserve Account will be available on each Payment Date to pay amounts due and owing on such Payment Date in accordance with the Priority of Payments. On the Closing Date, the Depositor will remit the Reserve Account Required Amount for such Payment Date to the Indenture Trustee for deposit to the Reserve Account. On each Payment Date, all amounts on deposit in the Reserve Account will be withdrawn by the Indenture Trustee and, together with any other Available Funds, be applied in accordance with the Priority of Payments. Any amounts remaining after making payments pursuant to clauses (i) through (xi) of the Priority of Payments as described under “*Description of the Notes—Priority of Payments*” in this private placement memorandum on any Payment Date, up to the amount of the Reserve Account Required Amount for such Payment Date, will be deposited to the Reserve Account on such Payment Date.

Subject to the last sentence of the immediately preceding paragraph, all amounts deposited to the Reserve Account will be held in the name of the Indenture Trustee, on behalf of the Issuer, but shall be under the sole dominion and control of the Indenture Trustee for the benefit of the Noteholders, in accordance with the terms and provisions of the Indenture. Amounts on deposit in the Reserve Account may, at the written direction of the Servicer, be invested by the Indenture Trustee in Eligible Investments selected by the Servicer.

The Reserve Account must be an Eligible Deposit Account.

### **Events of Default**

An “**Event of Default**” under the Indenture is the occurrence of any one of the following events:

- (a) an Insolvency Event with respect to the Issuer or the Depositor shall have occurred; or
- (b) the Indenture Trustee shall cease to have a first-priority perfected security interest in all or a material portion of the Trust Estate; or
- (c) (i) the Issuer shall have become subject to regulation by the SEC as a registered “investment company” under the Investment Company Act, or (ii) a “covered fund” as defined in the Final Regulations implementing Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; or
- (d) the Issuer shall become taxable as an association or a publicly traded partnership taxable as a corporation under the Internal Revenue Code; or
- (e) a default in the payment of any interest on any Class A Note when the same becomes due and payable and such default shall continue for a period of five (5) Business Days; or
- (f) a failure to pay the principal balance of all Outstanding Notes of any Class, together with all accrued and unpaid interest thereon, in full on the Stated Maturity Date for such Class; or
- (g) any failure on the part of the Issuer duly to observe or perform any other covenants or agreements of the Issuer set forth in the Indenture, which failure has a material adverse effect on the interests of the Noteholders under the Transaction Documents (as determined by the Required Noteholders) and which

continues unremedied for a period of sixty (60) days (or such longer period not in excess of ninety (90) days as may be reasonably necessary to remedy such failure, *provided* that such failure is capable of remedy within ninety (90) days) after the date on which notice of such failure, requiring the same to be remedied, shall have been given by registered or certified mail to the Issuer by the Indenture Trustee, or to the Issuer and the Indenture Trustee by the Required Noteholders; or

(h) any representation, warranty or certification made by the Issuer in the Indenture shall prove to have been inaccurate when made or deemed made and such inaccuracy has a material adverse effect on the rights of the Noteholders under the Transaction Documents (as determined by the Required Noteholders) and which continues unremedied for a period of sixty (60) days (or for such longer period not in excess of ninety (90) days as may be reasonably necessary to remedy such failure *provided* that such failure is capable of remedy within ninety (90) days) after the date on which a notice specifying such incorrect representation or warranty and requiring the same to be remedied, shall have been given by registered or certified mail to the Issuer by the Indenture Trustee, or to the Issuer and the Indenture Trustee by the Required Noteholders;

*provided, however,* that a failure of performance under any of clauses (e), (f) or (g) above for a period of thirty (30) Business Days (beyond any cure periods provided for therein) shall not constitute an Event of Default if such failure was caused by a Force Majeure Event. For the avoidance of doubt, an Event of Default shall occur in the event that such failure of performance has not been cured as of the expiration of such thirty (30) Business Day period;

### **Rights Upon Event of Default**

If an Event of Default described in clauses (b) through (h) in “—*Events of Default*” above occurs and is continuing, then the Indenture Trustee will, acting at the direction of the holders holding Notes evidencing more than 50% of the Outstanding Notes (the “**Required Noteholders**”), declare all the Notes, together with accrued or accreted and unpaid interest thereon through the date of acceleration, to be immediately due and payable.

If an Event of Default described in clause (a) in “—*Events of Default*” above occurs and is continuing, then the unpaid principal of all Notes, together with the accrued or accreted and unpaid interest thereon through the date of acceleration, shall automatically become due and payable.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided in the Indenture, the Required Noteholders, by written notice to the Issuer and the Indenture Trustee, may rescind and annul such declaration and its consequences if:

- (i) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:
  - (A) all payments of principal of and interest on the Notes and all other amounts that would then be due under the Indenture or upon the Notes if the Event of Default giving rise to such acceleration had not occurred; and
  - (B) all sums paid or advanced by the Indenture Trustee under the Indenture and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and outside counsel and, if applicable, any such amounts due to the Owner Trustee, the Back-up Servicer, the Depositor Loan Trustee and the Issuer Loan Trustee; and
- (ii) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in the Indenture.

If an Event of Default shall have occurred and be continuing and the Notes have been accelerated, the Indenture Trustee shall, upon the written direction of the Required Noteholders (unless the Indenture Trustee preserves the Trust Estate in accordance with the Indenture), do one or more of the following: (i) institute proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes or under the

Indenture, enforce any judgment obtained, and collect from the Issuer and from any other obligor upon such Notes in accordance with any such judgment; (ii) sell, on a servicing released basis, Loans, as shall constitute a part of the Trust Estate (or rights or interest therein), at one or more public or private sales called and conducted in any manner permitted by law; (iii) direct the Issuer and the Issuer Loan Trustee for the benefit of the Issuer to exercise rights, remedies, powers, privileges or claims under the Sale and Servicing Agreement, the Loan Purchase Agreement and the Performance Support Agreement and (iv) take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee or the Noteholders hereunder; *provided, however*, that the Indenture Trustee may not exercise the remedy described in clause (ii) above or otherwise sell or liquidate the Trust Estate substantially as a whole (in one or more sales), or institute proceedings in furtherance thereof, unless (A) the Holders of 100% of the aggregate unpaid principal amount of the outstanding Notes direct such remedy, (B) the Indenture Trustee determines that the anticipated proceeds of such sale distributable to the Noteholders are sufficient to discharge in full all amounts then due and unpaid upon the Notes for principal and interest (after giving effect to the payment of any amounts that are senior in priority to such principal and interest under the Priority of Payments) or (C) the Indenture Trustee determines (based on the information provided to it by the Servicer) that the Trust Estate may not continue to provide sufficient funds for the payment of principal of and interest on the Notes as they would have become due if the Notes had not been declared due and payable, and the Indenture Trustee is directed to take such remedy by the Holders of not less than 66 2/3% of the aggregate unpaid principal amount of the Outstanding Notes. In determining such sufficiency or insufficiency with respect to clauses (B) and (C), the Indenture Trustee may, but need not, obtain and rely upon an opinion of an independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Trust Estate for such purpose. The cost of such opinion shall be reimbursed to the Indenture Trustee from amounts held in the Collection Account.

The remedies provided in the Indenture are the exclusive remedies provided to the Noteholders with respect to the Trust Estate and each of the Noteholders (by their acceptance of their respective interests in the Notes) will be deemed to have waived and the Indenture Trustee will have waived pursuant to the Indenture any other remedy that might have been available under the applicable UCC.

If the Indenture Trustee collects any money or property pursuant its exercise of remedies with respect to the Issuer or the Trust Estate following the acceleration of the maturities of the Notes, it will pay out the money or property in accordance with the Priority of Payments or, in the case of an acceleration as a result of an Event of Default due to an insolvency or similar event with respect to the Issuer or the Depositor, as may otherwise be directed by a court of competent jurisdiction.

Following the sale of the Trust Estate and the application of the proceeds of such sale and other amounts, if any, then held in the Collection Account in accordance with the Priority of Payments, any and all amounts remaining due on the Notes and all other Obligations shall be extinguished and shall not revive, the Notes shall automatically be cancelled and the Notes shall no longer be Outstanding.

The Indenture Trustee may fix a record date and Payment Date for any payment to Noteholders pursuant to this section “*The Indenture—Rights Upon Event of Default.*” At least fifteen (15) days before such record date, the Indenture Trustee shall transmit to each Noteholder and the Issuer a notice that states the record date, the Payment Date and the amount to be paid.

### **Waiver of Defaults**

The Required Noteholders may, on behalf of all Noteholders, waive in writing any past default with respect to the Notes and its consequences (including an Event of Default), except that:

- (a) a default in the payment of the principal or interest in respect of any Note cannot be waived without the consent of each Noteholder of each Outstanding Note affected thereby;
- (b) a default as a result of an Insolvency Event with respect to the Issuer or the Depositor cannot be waived without the consent of each Noteholder;

(c) a default in respect of a covenant or provision of the Indenture that under the terms of the Indenture cannot be modified or amended without the consent of the Noteholder of each Outstanding Note or each Noteholder of each Outstanding Note affected thereby without the consent of each such Noteholder; and

(d) an Early Amortization Event cannot be waived without the consent of each Noteholder.

Upon any such written waiver, such default, and any Event of Default arising therefrom, shall cease to exist and shall be deemed to have been cured for every purpose of the Indenture; *provided*, that no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

### **Limitation on Suits**

Subject to the limitations set forth in the Indenture, no Noteholder shall have any right to institute any proceedings, judicial or otherwise, with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(a) the Holders of not less than 10% of the aggregate unpaid principal amount of all Outstanding Notes have made written request to the Indenture Trustee to institute such proceeding in its own name as Indenture Trustee under the Indenture;

(b) such Noteholder has or Noteholders have previously given written notice to the Indenture Trustee of a continuing Event of Default;

(c) such Noteholder has or Noteholders have offered to the Indenture Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Indenture Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Indenture Trustee during such sixty-day period by Holders of a majority of the aggregate unpaid principal amount of all Outstanding Notes,

it being understood and intended that no one or more Noteholders have any right in any manner whatsoever by virtue of, or by availing of, any provision set out in the Indenture to affect, disturb or prejudice the rights of any other Noteholders or to obtain or to seek to obtain priority or preference over any other Noteholders or to enforce any right under the Indenture, except in the manner provided in the Indenture.

In the event the Indenture Trustee receives conflicting or inconsistent requests and indemnity from two (2) or more groups of Noteholders, each representing less than a majority of the aggregate unpaid principal amount of all Outstanding Notes, the Indenture Trustee shall act at the direction of the group representing a greater percentage of the aggregate unpaid principal amount of all Outstanding Notes, or if both groups are equal, the Indenture Trustee in its sole discretion may determine what action, if any, shall be taken, notwithstanding any other provisions of the Indenture.

### **Annual Compliance Statements**

The Issuer will deliver to the Indenture Trustee, no later than April 30th of each year so long as any Note is Outstanding (commencing April 30, 2018), an Officer's Certificate stating, as to the Authorized Officer signing such Officer's Certificate, that:

(a) a review of the activities of the Issuer during the most recently ended calendar year (or in the case of the Officer's Certificate to be delivered on April 30, 2018, the period from the Closing Date to

December 31, 2017) and of performance under the Indenture and the Sale and Servicing Agreement has been made under such Authorized Officer's supervision; and

(b) to the best of such Authorized Officer's knowledge, based on such review, the Issuer has materially complied with all conditions and covenants under the Indenture and the Sale and Servicing Agreement throughout such calendar year, or, if there has been a default in its compliance with any such condition or covenant, specifying each such default known to such Authorized Officer and the nature and status thereof.

### **Governing Law**

The Indenture and the Notes provide that they will be governed by, and will be construed and interpreted in accordance with, the internal laws of the State of New York, without reference to its conflicts of laws provisions (other than Section 5-1401 of the General Obligations Laws) and the obligations, rights and remedies of the parties under the Indenture and the Notes will be determined in accordance with such laws.

### **Satisfaction and Discharge of the Indenture**

The Indenture will be discharged (except with respect to certain continuing rights specified in the Indenture) when:

(i) either:

(A) all Notes (other than (1) any Notes which have been destroyed, lost or stolen and which have been replaced or paid and (2) any Notes for whose full payment money is held in trust by the Indenture Trustee and thereafter released to the Issuer or discharged from such trust as provided in the Indenture) have been delivered to the Indenture Trustee for cancellation; or

(B) all Notes not theretofore delivered to the Indenture Trustee for cancellation:

(I) have become due and payable; or

(II) are to be called for redemption within one year under arrangements satisfactory to the Indenture Trustee for the giving of notice of redemption by the Indenture Trustee in the name, and at the expense, of the Issuer;

and the Issuer, in the case of (I) or (II) above, has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes in accordance with the Priority of Payments when due and payable or on the applicable Redemption Date (if Notes shall have been called for redemption pursuant to the Indenture), as the case may be;

(ii) the Issuer has paid or caused to be paid all other sums payable hereunder by the Issuer with respect to the Notes and with respect to the Indenture Trustee; and

(iii) the Issuer has delivered to the Indenture Trustee an Officer's Certificate of the Issuer and an Opinion of Counsel, each meeting the applicable requirements of the Indenture and each stating that all conditions precedent therein relating to the satisfaction and discharge of the Indenture have been complied with.

All monies deposited with the Indenture Trustee in connection with the satisfaction and discharge of the Indenture shall be held in trust and applied by it, in accordance with the provisions of the Notes and the Indenture, to make payments to the Noteholders for the payment in respect of which such monies have been deposited with the



Indenture Trustee, of all sums due and to become due thereon for principal and interest; but such monies need not be segregated from other funds except to the extent required in the Indenture or in the Sale and Servicing Agreement or required by law.

### Reports to Noteholders

On each Monthly Determination Date, but in no event later than the second Business Day preceding each Payment Date, the Servicer shall deliver to the Issuer, each Rating Agency, the Back-up Servicer and the Indenture Trustee a report (the “**Monthly Servicer Report**”) setting forth, among other things, the following information for such Payment Date:

- (a) the Adjusted Loan Principal Balance for the related Collection Period;
- (b) the calculation of each of the components of the Reinvestment Criteria Events as of the end of the related Collection Period and after giving effect to any Loan Actions to be taken on the related Payment Date, including, without limitation, the Weighted Average Coupon and the Weighted Average Loan Remaining Term;
- (c) the amount of interest to be paid to each Class of Notes on such Payment Date;
- (d) the amount of Collections for such Collection Period;
- (e) the amount on deposit in the Reserve Account as of such Payment Date;
- (f) the amount of principal to be paid to each Class of Notes and the principal balance for each Class of Notes immediately prior to such Payment Date and after giving effect to payments on the Notes on such Payment Date;
- (g) the amount of Issuer Loan Exchanges and Optional Reassignments for such Collection Period;
- (h) the amount of Excluded Ineligible Loans with respect to such Collection Period and the amount of additional Loans to be designated as Excluded Ineligible Loans or redesignated as Eligible Loans as of such Payment Date, and the Collections retained or to be withheld in respect of such Excluded Ineligible Loans; and
- (i) the Monthly Net Loss Percentage as of such Monthly Determination Date.

The Servicer will deliver to the Issuer, the Issuer Loan Trustee for the benefit of the Issuer, each Rating Agency and the Indenture Trustee on or before April 30 of each calendar year, beginning with April 30, 2018, an Officer’s Certificate stating that, based on the review of an Authorized Officer of the Servicer, the Servicer has performed in all material respects all of its obligations under the Sale and Servicing Agreement and other Transaction Documents throughout the preceding calendar year (except that the first such officer’s certificate will cover the period beginning on the Closing Date and ending on December 31, 2017) and that no Servicer Default has occurred and is continuing, except as may be noted in such officer’s certificate.

A copy of each Monthly Servicer Report and Officer’s Certificate will be made available by the Indenture Trustee to the Noteholders via its website at [www.ctslink.com](http://www.ctslink.com) (which may be a secured area of the website accessible only to holders of the Notes and qualified prospective investors in the Notes). Information on, or accessible through, the Indenture Trustee’s website is not a part of, and is not incorporated into, this private placement memorandum.

On or before March 31 of each calendar year, beginning with calendar year 2018, the Indenture Trustee, shall, upon written request, furnish or cause to be furnished to each Person who at any time during the preceding calendar year was a Noteholder, a report prepared by the Servicer containing the information which is required to be contained in the Monthly Servicer Report delivered pursuant to the foregoing paragraphs aggregated for such calendar

year or the applicable portion thereof during which such Person was a Noteholder, together with other information as is required to be provided by an issuer of indebtedness under the Internal Revenue Code. Such obligation of the Servicer shall be deemed to have been satisfied to the extent that substantially comparable information shall be provided by the Indenture Trustee pursuant to any requirements of the Internal Revenue Code as from time to time in effect.

## **Supplemental Indentures**

*Supplemental Indentures Without the Consent of the Noteholders.* Without the consent of any Noteholders, the Issuer, the Servicer and the Indenture Trustee, so long as the Rating Agency Notice Requirement has been satisfied with respect to the applicable supplemental indenture, may enter into one or more indentures supplemental to the Indenture only in order to (i) correct or amplify any description of property at any time subject to the lien of the Indenture, or to better assure, convey or confirm the lien of the Indenture Trustee in any such property, or to add any additional property to the lien of the Indenture Trustee; (ii) to add to the covenants of the Issuer, for the benefit of the Holders of the Notes, or to surrender any right or power conferred upon the Issuer in the Indenture; (iii) to convey, transfer, assign, mortgage or pledge any property to the Indenture Trustee; (iv) to cure any ambiguity, to correct or supplement any provision in the Indenture or in any supplemental indenture that may be inconsistent with any other provision in the Indenture or in any supplemental indenture or in this private placement memorandum, or to make any other provisions with respect to matters or questions arising under the Indenture or in any supplemental indenture, *provided*, that such action shall not have an Adverse Effect as evidenced by an Officer's Certificate of the Servicer; or (v) to evidence and provide for the acceptance of the appointment by a successor indenture trustee and additional indenture trustee.

The Indenture Trustee is authorized to join in the execution of any such supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained.

The Issuer, the Servicer and the Indenture Trustee may also, without the consent of any Noteholders but upon satisfaction of the Rating Agency Notice Requirement, enter into an indenture supplemental to the Indenture for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, the Indenture or of modifying in any manner the rights of the Noteholders, so long as (i) the Issuer has delivered to the Indenture Trustee an Officer's Certificate stating that the Issuer reasonably believes that such action will not have an Adverse Effect and (ii) the Issuer has delivered to the Indenture Trustee and each Rating Agency a Tax Opinion addressing such action.

Additionally, the Issuer and the Indenture Trustee may, without the consent of any Noteholders, enter into an indenture supplemental to the Indenture in order to add, modify or eliminate such provisions as may be necessary or advisable in order to enable all or any portion of the Issuer to avoid the imposition of state or local income or franchise taxes imposed on the Issuer's property or its income, so long as (i) the Rating Agency Notice Requirement will have been satisfied, (ii) such amendment does not affect the rights, duties or obligations of the Indenture Trustee under the Indenture without its consent and (iii) the Issuer has delivered to the Indenture Trustee a Tax Opinion addressing such action.

No supplemental indenture that is effectuated as described above in this "*Supplemental Indentures Without the Consent of the Noteholders*" may result in any change described in (a) through (h) in "*Supplemental Indentures With the Consent of the Noteholders*" below.

*Supplemental Indentures With the Consent of the Noteholders.* The Issuer, the Servicer and the Indenture Trustee, also may, with the consent of the holders of not less than a majority of the aggregate unpaid principal amount of the Notes adversely affected and with prior notice to each Rating Agency, enter into an indenture supplemental to the Indenture for the purpose of adding any provisions to, changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the Noteholders under the Indenture, so long as the Issuer shall have delivered to the Indenture Trustee (i) an Officer's Certificate indicating which Outstanding Notes, if any, would be adversely affected and (ii) a Tax Opinion addressing such action; *provided*, that no supplemental indenture shall, without the consent of each Noteholder affected thereby:

(a) change the date of payment of any installment of principal of or interest on any Note (other than as discussed in the provisions below), or reduce the principal amount thereof, the Interest Rate specified thereon or the redemption price with respect thereto, change the provisions of the Indenture relating to the application of collections on, or the proceeds of the sale of, all or any portion of the Trust Estate to payment of principal of or interest on the Notes, or change any place of payment where, or the coin or currency in which, any Note or any interest thereon is payable or impair the right to institute suit for the enforcement of the provisions of the Indenture requiring the application of funds available therefor to the payment of any such amount due on the Notes on or after the respective due dates thereof;

(b) reduce the percentage of the aggregate unpaid principal amount of all Outstanding Notes, the consent of the Holders of which is required for any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with the provisions of the Indenture or defaults thereunder and their consequences as provided for in the Indenture;

(c) reduce the percentage of the aggregate unpaid principal amount of any Outstanding Notes, the consent of the Holders of which is required to direct the Indenture Trustee to sell or liquidate the Trust Estate if the proceeds of such sale would be insufficient to pay the principal amount and accrued but unpaid interest on the Outstanding Notes;

(d) modify any of the provisions of the Indenture in such a manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Payment Date (including the calculation of any of the individual components of such calculation) or to affect the rights of the Holders of Notes to the benefit of any provisions for the mandatory redemption of the Notes contained in the Indenture;

(e) modify or alter the provisions of the Indenture prohibiting the voting of Notes held by the Issuer, any other obligor on the Notes or the Depositor;

(f) permit the creation of any Lien ranking prior to or on a parity with the lien of the Indenture or, except as otherwise permitted or contemplated in the Indenture, terminate the Lien of the Indenture on any part of the Trust Estate or deprive the Holder of any Note of the security provided by the Lien of the Indenture;

(g) modify or alter any provisions (including any relevant definitions) relating to the pro rata treatment of payments to any Class of Notes; or

(h) (w) reduce the Required Overcollateralization Amount or change the manner in which the Adjusted Loan Principal Balance or Loan Action Date Aggregate Principal Balance is calculated or structured, (x) modify any Reinvestment Criteria Event, Early Amortization Event or Event of Default (or any defined term used therein), (y) modify the provisions relating to the requirements for supplemental indentures or (z) amend or supplement the provisions of permitting monthly deposits of Collections by the Servicer or the provisions permitting the release of Loans from the lien of the Indenture.

Promptly after the execution by the Issuer, the Servicer and the Indenture Trustee of any supplemental indenture, the Indenture Trustee shall mail to the Noteholders written notice setting forth in general terms the substance of such supplemental indenture. Any failure of the Indenture Trustee to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Any supplemental indenture which affects the rights, duties, liabilities or immunities of the Owner Trustee will require the Owner Trustee's written consent.

### **Modifications of Transaction Documents**

Each of the Indenture Trustee, the Issuer and the Issuer Loan Trustee has agreed in the Indenture that it will not (a) terminate, amend, waive, supplement or otherwise modify any of, or consent to the assignment by any party of, the Transaction Documents to which it is a party and (b) to the extent that the Indenture Trustee, Issuer or Issuer

Loan Trustee, as applicable, has the right to consent to any termination, waiver, amendment, supplement or other modification of, or any assignment by any party of, any Transaction Document to which it is not a party, give such consent, unless, in each case (i) either (1) such termination, amendment, waiver, supplement or other modification or such assignment, as applicable, would not have an Adverse Effect, conclusive evidence of which may be established by delivery of an Officer's Certificate of the Servicer as to such determination and the Rating Agency Notice Requirement is satisfied with respect to such termination, amendment, waiver, supplement or other modification or such assignment, as applicable, or (2) the Required Noteholders shall have consented in writing thereto and (ii) the other requirements with respect to such termination, amendment, waiver, supplement or other modification, or such assignment, as applicable, contained in the Transaction Documents have been satisfied. Notwithstanding the foregoing, the Issuer may enter into supplemental indentures to the Indenture as described under "*—Supplemental Indentures*" above.

The Indenture Trustee and the Issuer Loan Trustee may, without the consent of any Noteholders but upon satisfaction of the Rating Agency Notice Requirement, consent to any termination, waiver, amendment, supplement or other modification of, or any assignment by any party of, any Transaction Document (other than the Indenture) to which it is a party so long as (i) the Issuer has delivered to the Indenture Trustee and/or the Issuer Loan Trustee (as applicable) an Officer's Certificate stating that the Issuer reasonably believes that such action will not have an Adverse Effect and (ii) the other requirements with respect to such termination, amendment, waiver, supplement or other modification, or such assignment, as applicable, contained in the Transaction Documents have been satisfied.

See "*Risk Factors—The Noteholders Have Limited Control over Amendments, Modifications and Waivers to, and Assignments of, the Indenture and other Transaction Documents*" and "*—Supplemental Indentures*" in this private placement memorandum.

#### **Compensation of the Indenture Trustee; Indemnification**

The Indenture Trustee will be entitled to receive an annual fee in an amount equal to \$10,000 as compensation for its activities under the Indenture which will be payable in equal monthly installments by the Issuer in accordance with the Priority of Payments on each Payment Date.

The Issuer will also reimburse, in each case in accordance with the Priority of Payments the Indenture Trustee, Account Bank and the Note Registrar for all reasonable out-of-pocket expenses (including reasonable fees and out-of-pocket expenses, counsel, accountants and experts) incurred or made by it (including without limitation expenses incurred in connection with notices or other communications to the Noteholders), disbursements and advances incurred or made by the Indenture Trustee, Account Bank and the Note Registrar in accordance with any of the provisions of the Indenture or any of the Transaction Documents, except any such expense, disbursement or advance as may arise from its willful misconduct, negligence, fraud or bad faith (as determined by a court of competent jurisdiction).

The payment of fees and reimbursement of expenses of the Indenture Trustee, Account Bank and the Note Registrar pursuant to the Indenture, the payment of fees and reimbursement of expenses of the Owner Trustee pursuant to the Trust Agreement, the reimbursement of expenses of the Back-up Servicer pursuant to the Back-up Servicing Agreement (other than Servicing Transition Costs), the payment of fees and reimbursement of expenses of the Depositor Loan Trustee and the Issuer Loan Trustee pursuant to the Depositor Loan Trust Agreement and the Issuer Loan Trust Agreement, respectively, and the payment to the Owner Trustee, the Indenture Trustee, the Depositor Loan Trustee, the Issuer Loan Trustee and any other Person entitled thereto of any indemnified amounts due and owing from the Issuer pursuant to any Transaction Document from the assets of the Trust Estate payable on a senior basis in accordance with the Priority of Payments are subject to an aggregate annual cap of \$200,000 for all such amounts during any calendar year; *provided*, that such dollar amount limitation shall not apply following the occurrence and continuation of an Event of Default. Prior to the occurrence and continuation of an Event of Default, all such amounts that exceed such cap are payable from the assets of the Trust Estate on a subordinate basis in accordance with the Priority of Payments.

The Indenture Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the Indenture and/or the direction of the Required Noteholders as to the time, method and place of conducting any proceeding for any remedy available to the Indenture Trustee or for exercising

any trust or power conferred upon the Indenture Trustee under the Indenture. Generally, the Indenture Trustee shall not be under any obligation to exercise any of the rights or powers vested in it by the Indenture, or to honor the request or direction of any of the Noteholders pursuant to the Indenture to institute, conduct or defend any litigation hereunder in relation hereto, unless such Noteholders shall have offered to the Indenture Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction; *provided, however*, that nothing contained herein shall relieve the Indenture Trustee of the obligations, upon the occurrence of an Event of Default (which has not been cured or waived) to exercise such of the rights and powers vested in it by the Indenture and to use the same degree of care or skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

With respect to any indemnity claim (i) the Indenture Trustee, Account Bank or the Note Registrar, as applicable, shall promptly notify the Issuer and the Servicer thereof (however, failure by the Indenture Trustee, Account Bank or the Note Registrar, as applicable, to so notify the Issuer and the Servicer shall not relieve the Issuer of its indemnity obligations unless such loss, liability or expense could have been avoided with such prompt notification and then only to the extent of such loss, expense or liability which could have been so avoided) and (ii) the Issuer shall not be required to reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee, Account Bank or the Note Registrar, as applicable, through their willful misconduct, negligence, fraud or bad faith (as determined by a court of competent jurisdiction).

### **Resignation and Removal of the Indenture Trustee**

The Indenture Trustee, may resign at any time by giving sixty (60) days prior written notice to the Issuer, in which event the Issuer will be obligated to appoint a successor Indenture Trustee as set forth in the Indenture, which successor shall be reasonably satisfactory to the Servicer.

The Issuer shall remove the Indenture Trustee by giving sixty (60) days prior written notice if (i) the Indenture Trustee ceases to have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition, (ii) the rating of its long-term unsecured debt is less than “Baa3” by Moody’s or less than “BBB-” by S&P, (iii) the Indenture Trustee fails to meet the requirements of Section 26(a)(1) of the Investment Company Act, (iv) the Indenture Trustee is an Affiliate of the Issuer, the Depositor or the initial Servicer, (v) the Indenture Trustee offers or provides credit or credit enhancement to the Issuer, (vi) the Indenture Trustee becomes insolvent or (vii) the Indenture Trustee becomes incapable of acting. If the Issuer removes the Indenture Trustee, the Issuer will be obligated to appoint a successor indenture trustee, which successor shall be reasonably satisfactory to the Servicer.

In addition, the Indenture Trustee may be removed by the Required Noteholders at any time for cause, and for any reason other than for cause upon thirty (30) days’ prior written notice to the Issuer and the Indenture Trustee.

Any resignation or removal of the Indenture Trustee and appointment of a successor indenture trustee will not become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to the Indenture. If a successor Indenture Trustee does not take office within thirty (30) days after the retiring Indenture Trustee resigns or is removed, the retiring Indenture Trustee, the Issuer or the Holders of a majority of the aggregate unpaid principal amount of the Notes may petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee and all reasonable and documented out-of-pocket fees, costs and expenses (including, without limitation, reasonable fees of outside counsel) incurred in connection with such petition shall be paid by the Issuer.

### **Direction by Noteholders**

Whenever the Indenture or any other Transaction Document requires or permits actions to be taken based on instructions from the Holders of Outstanding Notes evidencing a specified percentage of the Aggregate Note Balance, the Aggregate Note Balance will be calculated as follows (but excluding, in each instance, any Notes which are not considered “Outstanding” for purposes of determining whether the requisite principal amount of the Outstanding Notes have given any request, demand, authorization, direction, notice, consent or waiver under the Indenture as noted in the definition of “Outstanding” set forth below):

**“Aggregate Note Balance”** shall mean, as of any date of determination, the sum of the aggregate Class A Note Balance, the aggregate Class B Note Balance, the aggregate Class C Note Balance and the aggregate Class D Note Balance, in each case as of such date of determination.

**“Class A Note Balance”** shall initially mean \$516,820,000, and thereafter shall equal the initial Class A Note Balance reduced by all previous payments to the Class A Noteholders in respect of the principal of the Class A Notes that have not been rescinded.

**“Class B Note Balance”** shall initially mean \$35,960,000, and thereafter shall equal the initial Class B Note Balance reduced by all previous payments to the Class B Noteholders in respect of the principal of the Class B Notes that have not been rescinded.

**“Class C Note Balance”** shall initially mean \$41,450,000, and thereafter shall equal the initial Class C Note Balance reduced by all previous payments to the Class C Noteholders in respect of the principal of the Class C Notes that have not been rescinded.

**“Class D Note Balance”** shall initially mean \$57,540,000, and thereafter shall equal the initial Class D Note Balance reduced by all previous payments to the Class D Noteholders in respect of the principal of the Class D Notes that have not been rescinded.

**“Outstanding”** shall mean, as of any date of determination, all Notes previously authenticated and delivered under the Indenture except,

(1) Notes previously cancelled by the Indenture Trustee or delivered to the Indenture Trustee for cancellation;

(2) Notes for whose payment or redemption money in the necessary amount has been previously deposited with the Indenture Trustee for the holders of such Notes; *provided*, that if such Notes are to be redeemed, any required notice of such redemption pursuant to the Indenture or provision for such notice satisfactory to the Indenture Trustee has been made; and

(3) Notes that have been paid (rather than exchanged) in connection with a request for replacement of a lost or mutilated Note or in exchange for or in lieu of which other Notes have been authenticated and delivered under the Indenture, other than any such Notes for which there shall have been presented to the Indenture Trustee proof satisfactory to it that such Notes are held by a protected purchaser;

*provided, however*, that in determining whether the Holders of the requisite principal amount of the Outstanding Notes have given any request, demand, authorization, direction, notice, consent or waiver under the Indenture, Notes owned by the Issuer, any other obligor upon the Notes, the Depositor, the Performance Support Provider, the Servicer or any Seller or any affiliate thereof shall be disregarded and considered not to be Outstanding, except that, (i) in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that a responsible officer of the Indenture Trustee, as the case may be, has actual knowledge of being so owned shall be so disregarded and (ii) in connection with any vote where all the relevant Notes required or entitled to vote are held by the Depositor, the Performance Support Provider, the Servicer or any Seller or any affiliate thereof, such Notes shall be deemed to be Outstanding for purposes of such vote. Notes so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Indenture Trustee the pledgee’s right so to act for such Notes and that the pledgee is not the Issuer, any other obligor upon the Notes, the Depositor, the Performance Support Provider, the Servicer, or any Seller or any Affiliate thereof. In making any such determination, the Indenture Trustee may rely on the representations of the pledgee and shall not be required to undertake any independent investigation.

#### **Nature of Noteholders’ Claims**

The Indenture will provide that each Holder, by its ownership of the Notes, will agree that such Holder only has rights against the assets held by the Issuer and the Issuer Loan Trustee on behalf of the Issuer pursuant to the

Transaction Documents, and such Holder will not have rights to the assets of any other issuing entity under a different securitization with respect to which the Depositor is acting as depositor.

### THE ADMINISTRATION AGREEMENT

Pursuant to the Administration Agreement, the Issuer and the Issuer Loan Trustee will engage SFC as Administrator and the Depositor to perform, on behalf of the Issuer, certain of the covenants, duties and obligations of the Issuer and the Issuer Loan Trustee under the Indenture, the Issuer Loan Trust Agreement and the other Transaction Documents. Notwithstanding such engagement, the Issuer shall remain liable for all such covenants, duties and obligations.

The Administration Agreement shall continue in force until the termination of the Trust Agreement in accordance with its terms. SFC may resign as Administrator by providing the Issuer with at least sixty (60) days' prior written notice. The Issuer may remove SFC as Administrator without cause by providing the Administrator with at least 60 days' prior written notice. In addition, the Issuer may remove SFC as Administrator, effective immediately upon notice if the Administrator defaults in the performance of any of its duties under the Administration Agreement (if not cured within ten (10) days after notice (or, if such default cannot be cured within ten (10) days, the Administrator shall not have given within such time such assurance of cure as shall be reasonably satisfactory to the Issuer) or if an Insolvency Event shall occur with respect to the Administrator.

No resignation or removal of the Administrator described above shall be effective until (i) a successor Administrator shall have been appointed by the Issuer and (ii) such successor Administrator shall have agreed in writing to be bound by the terms of the Administration Agreement. If a successor Administrator does not take office within sixty (60) days after the retiring Administrator resigns or is removed, the resigning or removed Administrator or the Issuer may petition any court of competent jurisdiction for the appointment of a successor Administrator.

The Administration Agreement may be amended from time to time by the Issuer, the Administrator, the Issuer Loan Trustee and the Depositor, by a written instrument signed by each of them, but without notice to or the consent of any of the Noteholders or the holders of the trust certificates, (i) to correct or supplement any provisions therein which may be inconsistent with any other provisions therein or in this private placement memorandum, or (ii) to add any other provisions with respect to matters or questions arising under or related to the Administration Agreement which are not inconsistent with the provisions of the Administration Agreement; *provided, however*, that such action may not adversely affect in any material respect the interest of any of the Noteholders or the holders of the trust certificates as evidenced by an Officer's Certificate of the Depositor to such effect delivered to the Indenture Trustee and the Issuer, and the Rating Agency Notice Requirement shall have been satisfied with respect to such amendment. Additionally, the Administration Agreement may be amended from time to time by the Issuer, the Administrator, the Issuer Loan Trustee and the Depositor, by a written instrument signed by each of them, but without the consent of any of the Noteholders or the holders of the trust certificates; *provided*, that (i) the Depositor shall have delivered to the Indenture Trustee and the Issuer an Officer's Certificate, dated the date of any such amendment, stating that the Depositor reasonably believes that such amendment will not have an Adverse Effect and (ii) the Rating Agency Notice Requirement shall have been satisfied with respect to any such amendment. Notwithstanding anything else to the contrary therein, the Administration Agreement may be amended by the Issuer, the Administrator, the Issuer Loan Trustee and the Depositor, by a written instrument signed by each of them, but without the consent of the Noteholders or the holders of the trust certificates, upon satisfaction of the Rating Agency Notice Requirement with respect to such amendment (without anything further) as may be necessary or advisable in order to avoid the imposition of any withholding taxes or state or local income or franchise taxes imposed on the Issuer's property or its income.

The Administration Agreement may also be amended from time to time by the Issuer, the Administrator, the Issuer Loan Trustee and the Depositor, with the consent of the Required Noteholders and the holders of the trust certificates, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Administration Agreement or of modifying in any manner the rights of the Noteholders or the holders of the trust certificates; *provided, however*, that no such amendment may directly or indirectly reduce the aforesaid percentage required to consent to any such amendment without the consent of each Noteholder and each holder of a trust certificate.

Any amendment which affects the rights, duties, benefits, liabilities, protections, privileges, immunities or obligations of the Owner Trustee will require the Owner Trustee's written consent.

## **THE TRUST AGREEMENT**

The following summaries describe certain provisions of the Trust Agreement. The summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the provisions of the Trust Agreement.

### **Formation of the Trust; Activities**

The Issuer is a statutory trust formed under the laws of the State of Delaware pursuant to the Trust Agreement for transactions described herein.

The purpose for which the Issuer is formed is to engage, from time to time, solely in a program of acquiring Loans pursuant to the Sale and Servicing Agreement and issuing Notes under the Indenture and related activities. Without limiting the generality of the foregoing, the Issuer has the power and authority to: (i) from time to time authorize and approve the issuance of Notes pursuant to the Indenture without limitation to aggregate amounts and, in connection therewith, determine the terms and provisions of such Notes and of the issuance and sale thereof, including, among other things, (1) preparing and filing all documents necessary or appropriate in connection with the registration of the Notes under the Securities Act, the qualification of indentures under the Trust Indenture Act of 1939 and the qualification under any other applicable federal, foreign, state, local or other governmental requirements, (2) preparing any private placement memorandum or other descriptive material relating to the issuance of the Notes, (3) appointing a paying agent or agents for purposes of payments on the Notes, and (4) arranging for the underwriting, subscription, purchase or placement of the Notes and selecting underwriters, managers and purchasers or agents for that purpose; (ii) from time to time receive payments and proceeds with respect to the assets in the Trust Estate and either invest or distribute those payments and proceeds; (iii) from time to time make deposits to and withdrawals from accounts established under the Indenture; (iv) from time to time execute, deliver, authenticate and issue the Class A and Class B trust certificates pursuant to the Trust Agreement; (v) from time to time acquire from the Depositor and the Depositor Loan Trustee for the benefit of the Depositor pursuant to the Sale and Servicing Agreement, hold and sell the Loans and related assets; (vi) from time to time assign, grant a security interest in, grant, transfer, pledge and mortgage the Trust Estate pursuant to the Indenture and hold, manage and distribute to the holders of the trust certificates or the Noteholders pursuant to the terms of the Trust Agreement and the Transaction Documents any portion of the Trust Estate released from the lien of and remitted to the Trust pursuant to, the Indenture; (vii) from time to time make payments on the Notes; (viii) execute, deliver and perform its obligations under the Transaction Documents to which the Issuer is to be a party; (ix) subject to compliance with the Transaction Documents, to engage, from time to time, in such other activities as may be required in connection with conservation of the assets in the Trust Estate and the making of payments to the Noteholders and distributions to the holders of the Class A trust certificates; and (x) from time to time perform such obligations and exercise and enforce such rights and pursue such remedies as may be appropriate by virtue of the Issuer being party to any of the Transaction Documents and agreements contemplated in clauses (i) through (ix) above. The Trust Agreement specifies certain other authorized activities relating to the actions contemplated in this paragraph.

The Issuer will not engage in any business or activities other than in connection with, or relating to, the purposes specified in the previous paragraph. The operations of the Issuer will be conducted in accordance with the following standards:

- (a) The Issuer shall not:
  - (i) enter into transactions with Affiliates unless such transactions are on an arm's-length basis, on commercially reasonable terms and on terms no less favorable than would be obtained in a comparable arm's-length transaction with an unrelated third party and shall otherwise maintain an arm's-length relationship with its Affiliates;



- (ii) except in connection with the final disposition of all assets comprising the Trust Estate, dissolve or liquidate, in whole or in part;
  - (iii) consolidate or merge with or into any other entity or, except as permitted under the Indenture, sell, lease, assign, convey or otherwise transfer all or substantially all of its properties and assets to any Person;
  - (iv) take any action that it knows shall cause the Issuer to become insolvent;
  - (v) guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person, except as expressly provided or contemplated in the Transaction Documents;
  - (vi) hold out its credit as being available to satisfy the obligations of any other Person;
  - (vii) incur or assume any indebtedness except as contemplated by the Transaction Documents;
  - (viii) pledge its assets for the benefit of any other Person or make any loans or advances to any entity except as contemplated by the Transaction Documents;
  - (ix) take any action that shall cause the Issuer to be treated as an association (or publicly traded partnership) taxable as a corporation for U.S. federal income tax purposes;
  - (x) acquire the obligations or securities of its Affiliates or the Depositor or own any material assets other than the Loans and related assets and any incidental property as may be necessary for the operation of the Trust, except as contemplated by the Transaction Documents; or
  - (xi) identify itself as a division of any other person or entity.
- (b) The Issuer shall:
- (i) maintain complete books, records and agreements (including books of account and minutes of meetings and other proceedings) as official records and separate from each other Person;
  - (ii) strictly observe all organizational formalities;
  - (iii) maintain its bank accounts separate from each other Person;
  - (iv) except as expressly contemplated in the Transaction Documents, not commingle its assets with those of any other Person and hold all of its assets in its own name;
  - (v) conduct its own business in its own name;
  - (vi) not have its assets listed on the financial statements of another Person, except as required by United States generally accepted accounting principles consistently applied;
  - (vii) other than as contemplated by the Transaction Documents, pay its own liabilities and expenses only out of its own funds;
  - (viii) observe formalities required under the Delaware Statutory Trust Act;
  - (ix) use separate stationery, invoices, and checks bearing its own name (or under any name licensed pursuant to any trademark license or similar agreement);

- (x) hold itself out as a separate entity from any other Person, including the Depositor, and not conduct any business in the name of any other Person, including the Depositor;
- (xi) correct any known misunderstanding regarding its separate identity;
- (xii) not form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other) except as permitted under the Transaction Documents;
- (xiii) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;
- (xiv) maintain adequate capital in light of its contemplated business operations, transactions and liabilities; and
- (xv) cause its agents and other representatives to act at all times with respect to it consistently and in furtherance of the foregoing.

Prior to the termination of the Indenture in accordance with its terms, the Issuer shall not amend the provisions of the Trust Agreement described in (a) and (b) above without the satisfaction of the Rating Agency Notice Requirement.

The Trust will be managed by the Administrator under the direction of a board composed of three or more trustees (each a “**Regular Trustee**” and collectively the “**Board**”). The Depositor (or any successor beneficiary) may determine at any time the number of Regular Trustees to constitute the Board. The initial number of Regular Trustees will be three. The authorized number of Regular Trustees may be increased or decreased by the Depositor (or any successor beneficiary) at any time (subject to the minimum number of three Regular Trustees, unless the Depositor (or any successor beneficiary) amends the Trust Agreement to reduce the minimum number of Regular Trustees). The Board has the authority to direct the Owner Trustee and to take such further action on behalf of the Trust as is set forth in the Trust Agreement.

The Board will delegate to the Administrator its authority under the Trust Agreement to instruct the Owner Trustee and to receive requests for instruction from the Owner Trustee unless or until such delegation of authority is revoked by a duly adopted resolution of the Board. In addition, except as otherwise provided in the Trust Agreement, any action or direction that may be taken or given by the Depositor (or any successor beneficiary) under the Trust Agreement may be taken or given by the Board.

#### **Compensation of the Owner Trustee; Indemnification of the Owner Trustee**

Subject to the Priority of Payments, the Issuer will (i) pay to the Owner Trustee on the Payment Date occurring in August of each calendar year, beginning in August 2017, a fee for acting as Owner Trustee in an amount equal to \$3,000, payable annually in advance, and (ii) reimburse the Owner Trustee for all other reasonable out-of-pocket costs and expenses (including reasonable fees and expenses of outside counsel) incurred by it in connection with its acting as Owner Trustee of the Issuer. Amounts payable to the Owner Trustee described in the foregoing sentence shall be payable from amounts designated for payment to the Owner Trustee pursuant to the Priority of Payments or from other amounts available to the Issuer that are not subject to the lien of the Indenture.

The payment of fees and reimbursement of expenses of the Indenture Trustee, the Account Bank and the Note Registrar pursuant to the Indenture, the payment of fees and reimbursement of expenses of the Owner Trustee pursuant to the Trust Agreement, the reimbursement of expenses of the Back-up Servicer pursuant to the Back-up Servicing Agreement (other than Servicing Transition Costs), the payment of fees and reimbursement of expenses of the Depositor Loan Trustee and the Issuer Loan Trustee pursuant to the Depositor Loan Trust Agreement and the Issuer Loan Trust Agreement, respectively, and the payment to the Owner Trustee, the Indenture Trustee, the Depositor Loan Trustee, the Issuer Loan Trustee and any other Person entitled thereto of any indemnified amounts due and owing from the Issuer pursuant to any Transaction Document from the assets of the Trust Estate payable on a senior basis in accordance with the Priority of Payments are subject to aggregate annual cap of \$200,000 for all such amounts during any calendar year; *provided*, that such dollar amount limitation shall not apply following the

occurrence and continuation of an Event of Default. Prior to the occurrence and continuation of an Event of Default, all such amounts that exceed such cap are payable from the assets of the Trust Estate on a subordinate basis in accordance with the Priority of Payments.

The Issuer will assume liability for, and indemnify, protect, save and keep harmless the Owner Trustee (in its individual capacity and as the Owner Trustee) and its officers, directors, successors, assigns, legal representatives, agents and servants (the “**Owner Trustee Indemnified Parties**”), from and against any and all liabilities, obligations, losses, damages, penalties, taxes, claims, actions, suits, investigations, proceedings, costs, expenses or disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted at any time against an Owner Trustee Indemnified Party (whether or not also indemnified against by any other person) in any way relating to or arising out of (i) the Trust Agreement or any other related documents or the enforcement of any of the terms of any thereof, the administration of the Issuer and the assets of the Issuer or the action or inaction of the Owner Trustee under the Trust Agreement, (ii) any action or inaction taken by the Owner Trustee on behalf of the Issuer in accordance with the Trust Agreement, and (iii) the manufacture, purchase, acceptance, nonacceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any property (including any strict liability, any liability without fault and any latent and other defects, whether or not discoverable), except, in any such case, to the extent that any such liabilities, obligations, losses, damages, penalties, taxes, claims, actions, suits investigations, proceedings, costs, expenses and disbursements are the result of the willful misconduct or gross negligence of either of the Owner Trustee or such Owner Trustee Indemnified Party.

In case any such action, investigation or proceeding will be brought involving an Indemnified Party, the Trust will assume the defense thereof, including the employment of counsel and the payment of all expenses. The Owner Trustee will have the right to employ separate counsel in any such action, investigation or proceeding and to participate in the defense thereof and reasonable counsel fees and expenses of such counsel will be paid by the Trust.

### **Resignation or Removal of the Owner Trustee**

The Owner Trustee may resign at any time without cause by giving at least 30 days’ prior written notice to the Board, the Depositor, the holders of the trust certificates, the Administrator and the Indenture Trustee. In addition, the Directing Holder may at any time remove the Owner Trustee without cause by an instrument in writing delivered to the Owner Trustee. Upon receipt of notice of the Owner Trustee’s resignation the Administrator shall promptly remit such notice to the Board. No such removal or resignation will become effective until a successor Owner Trustee, however appointed, becomes vested as Owner Trustee. If no successor has been appointed within thirty (30) days of such resignation or removal, the Owner Trustee, at the expense of the Trust, may petition any court of competent jurisdiction for the appointment of a successor. The Depositor will notify each Rating Agency promptly after the resignation or removal of the Owner Trustee and promptly after the appointment of a successor Owner Trustee.

Upon the occurrence of a Disqualification Event with respect to the Owner Trustee, the Depositor may appoint a successor Owner Trustee by written instrument. If a successor Owner Trustee has not been appointed within thirty (30) days after the giving of written notice of such resignation or the delivery of the written instrument with respect to such removal, the Owner Trustee or the Board may apply to any court of competent jurisdiction to appoint a successor Owner Trustee to act until such time, if any, as a successor Owner Trustee has been appointed. Any successor Owner Trustee so appointed by such court will immediately and without further act be superseded by any successor Owner Trustee appointed as above provided.

“**Disqualification Event**” shall mean (a) the bankruptcy, insolvency or dissolution of the Owner Trustee, (b) the occurrence of the date of resignation of the Owner Trustee, as set forth in a notice of resignation given pursuant to the Trust Agreement, (c) the delivery to the Owner Trustee of the instrument or instruments of removal referred to in the Trust Agreement (or, if such instruments specify a later effective date of removal, the occurrence of such later date), or (d) the failure of the Owner Trustee to satisfy the following requirements: (i) be a trust company or a banking corporation under the laws of its state of incorporation or a national banking association authorized to exercise trust powers and subject to regulation by state or federal authorities, (ii) satisfy the requirements of Section 3807(a) of the Delaware Statutory Trust Act that the Issuer have at least one trustee with a principal place of business in the State of Delaware, (iii) have a combined capital and surplus of not less than \$50,000,000 (or have its obligations and liabilities

irrevocably and unconditionally guaranteed by an affiliated Person having a combined capital and surplus of at least \$50,000,000), and (iv) be rated (or have a parent which is rated) investment grade by S&P.

### **Assignment of Trust Certificates**

The Class A trust certificates represent a 100% economic interest and 50% voting interest in the Issuer and the Class B trust certificates represent a non-economic 50% voting interest in the Issuer. The Depositor will be the initial holder of the Class A and Class B trust certificates as of the Closing Date; however, the Class A trust certificates may be transferred in whole or in part after the Closing Date in accordance with the terms of the Trust Agreement and subject to the limitations described under “*Credit Risk Retention—U.S. Credit Risk Retention*” and “*—European Credit Risk Retention*” in this private placement memorandum, and the Class B trust certificates will be assigned in whole to SFI on or about the Closing Date. Transfers of the economic and voting interests in the Issuer and the trust certificates may be made to any other Person who is an Affiliate of Springleaf (a “**Permitted Transferee**”) that is a United States person within the meaning of Section 7701(a)(30) of the Internal Revenue Code. A holder of a trust certificate may not transfer, assign, exchange or otherwise pledge or convey all or any part of its right, title and interest in and to a trust certificate or its economic and voting interest in the Issuer to any other Person, except to any Permitted Transferee. It shall be a condition to any such transfer, assignment, exchange or pledge (i) that the holder of the applicable trust certificate and the proposed Permitted Transferee certify to the Owner Trustee that such proposed transfer, assignment, exchange or pledge complies with the Trust Agreement and the restrictive legends on the applicable trust certificate and (ii) if made without the prior written consent of the Directing Holder (to be obtained by the Depositor), that the Owner Trustee shall have received a certificate of an Authorized Officer of the Depositor confirming that such transfer, assignment, exchange or pledge will not adversely affect the interests of the Noteholders under and in connection with the Notes and the Transaction Documents. Other than a transfer of the Class B trust certificates and the corresponding voting interest by the Depositor to SFI, any purported transfer by a holder of a trust certificate of all or any part of its right, title and interest in and to a trust certificate or the economic and voting interests in the Issuer represented thereby (1) to any Person will be effective only upon issuance of an Opinion of Counsel with respect to non-consolidation matters and a Tax Opinion, which will not be an expense of the Owner Trustee, and (2) not in compliance with the requirements described herein will be null and void.

### **Amendments**

The Trust Agreement may be amended only by a written instrument executed by the Depositor, a majority of the Board, and the Owner Trustee, at the direction of the Administrator or the holders of the trust certificates, and upon the satisfaction of the Rating Agency Notice Requirement. The Issuer is required to provide a copy of any such amendment to the holders of the trust certificates and to the Administrator.

The Owner Trustee shall be entitled to require and may conclusively rely on an opinion of counsel that any proposed amendment complies with the terms of the Trust Agreement and a certificate from the Depositor that all other conditions precedent to the execution and delivery of such amendment under the Trust Agreement have been met.

## **THE LOAN TRUST AGREEMENTS**

Each of the Depositor and the Issuer will enter into a Loan Trust Agreement with Wilmington Trust, National Association as the “Loan Trustee” (in such capacity, the “**Depositor Loan Trustee**” pursuant to the “**Depositor Loan Trust Agreement**,” and the “**Issuer Loan Trustee**” pursuant to the “**Issuer Loan Trust Agreement**,” respectively). The Depositor Loan Trust Agreement and the Issuer Loan Trust Agreement are collectively referred to as the “**Loan Trust Agreements**.” Each Loan Trust Agreement provides that the Loan Trustee thereunder will hold legal title to the Loans for the benefit of the Depositor or the Issuer, as applicable. The Issuer Loan Trustee pledges its interest in the applicable Loans to the Indenture Trustee pursuant to the Indenture. The sole role of the Loan Trustees under the applicable Loan Trust Agreements is to hold legal title to the applicable Loans and any other material obligation or liability is disclaimed and indemnified by the Issuer, other than those arising from the bad faith, willful misconduct or gross negligence of the applicable Loan Trustee (as determined by a court of competent jurisdiction). Under the Loan Trust Agreements, the applicable Loan Trustee or any successor thereto may resign at any time without cause by giving at least sixty (60) days’ prior written notice, such resignation to be effective upon the acceptance of the trust

created by the Loan Trust Agreement by a qualified successor. In certain limited circumstances, a Loan Trustee may resign immediately and need not take any action pending appointment of a successor.

Each Loan Trustee will be entitled to receive (i) an annual fee in an amount equal to \$10,500 with respect to the Issuer Loan Trustee and \$4,000 with respect to the Depositor Loan Trustee as compensation for its activities under the applicable Loan Trust Agreement, which will be paid on the Payment Date in August of each calendar year, commencing in August 2017, in accordance with the Priority of Payments annually in advance and (ii) reimbursement for all other reasonable expenses, charges, and other disbursements and those of its attorneys, agents, and employees incurred in and about the administration and execution of the applicable Loan Trust Agreement, in accordance with the Priority of Payments on each Payment Date.

Pursuant to the applicable Loan Trust Agreement, the Issuer will indemnify and hold harmless and otherwise reimburse the Depositor Loan Trustee and the Issuer Loan Trustee (in its individual and trustee capacities) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Depositor Loan Trustee or the Issuer Loan Trustee, as applicable, in any way relating to or arising out of the related Loan Trust Agreement or any document relating to the applicable Loan Trust Agreement, or the performance or enforcement of any of the terms of any provision thereof, or in any way relating to or arising out of the administration of the trust estate or the action or inaction of the Depositor Loan Trustee or Issuer Loan Trustee under the applicable Loan Trust Agreement, except only in the case of bad faith, willful misconduct or gross negligence (as determined by a court of competent jurisdiction) on the part of the Depositor Loan Trustee or the Issuer Loan Trustee, as applicable, in the performance of its respective duties thereunder. In no event shall the Depositor Loan Trustee or the Issuer Loan Trustee or their respective directors, officers, agents and employees be held liable for any punitive, special, indirect or consequential damages resulting from any action taken or omitted to be taken by it or them thereunder or in connection therewith even if advised of the possibility of such damages. Any such amounts payable to the Depositor Loan Trustee or the Issuer Loan Trustee will be paid solely from funds paid pursuant to the Priority of Payments.

The payment of fees and reimbursement of expenses of the Indenture Trustee, the Account Bank and the Note Registrar pursuant to the Indenture, the payment of fees and reimbursement of expenses of the Owner Trustee pursuant to the Trust Agreement, the reimbursement of expenses of the Back-up Servicer pursuant to the Back-up Servicing Agreement (other than Servicing Transition Costs), the payment of fees and reimbursement of expenses of the Depositor Loan Trustee and the Issuer Loan Trustee pursuant to the Depositor Loan Trust Agreement and the Issuer Loan Trust Agreement, respectively, and the payment to the Owner Trustee, the Indenture Trustee, the Depositor Loan Trustee, the Issuer Loan Trustee and any other Person entitled thereto of any indemnified amounts due and owing from the Issuer pursuant to any Transaction Document from the assets of the Trust Estate payable on a senior basis in accordance with the Priority of Payments are subject to aggregate annual cap of \$200,000 for all such amounts during any calendar year; *provided*, that such dollar amount limitation shall not apply following the occurrence and continuation of an Event of Default. Prior to the occurrence and continuation of an Event of Default, all such amounts that exceed such cap are payable from the assets of the Trust Estate on a subordinate basis in accordance with the Priority of Payments.

## THE PERFORMANCE SUPPORT AGREEMENT

Pursuant to the Performance Support Agreement, SFC agrees in favor of the Depositor, the Issuer, the Depositor Loan Trustee, the Issuer Loan Trustee and the Indenture Trustee, for the benefit of the Noteholders, to guarantee the full and timely payment, observance and performance of all of the terms, covenants, indemnities, agreements, undertakings and obligations under the Transaction Documents of (i) each Seller, (ii) the Servicer, (iii) to the extent SFC is not the Servicer and the Servicer is an Affiliate of SFC, the Servicer (the “**Springleaf Successor Servicer**”) and (iv) to the extent SFC is not the Administrator and the Administrator is an Affiliate of SFC, the Administrator.

In addition, under the Performance Support Agreement, SFC guarantees the full and timely payment, observance and performance of all of the terms, covenants, indemnities, agreements, undertakings and obligations of each of the Sellers under the Loan Purchase Agreement and under the other Transaction Documents, including,

without limitation, (a) the obligation of such Seller to repurchase Loans pursuant to the Loan Purchase Agreement and (b) all obligations of such Seller in respect of indemnities under the Loan Purchase Agreement.

The Performance Support Agreement may only be amended, waived or otherwise modified with the prior written consent of each party thereto and the satisfaction of the Rating Agency Notice Requirement. SFC shall not be permitted to assign its rights, duties or obligations under the Performance Support Agreement.

## CERTAIN LEGAL ASPECTS OF THE LOANS

### General

The transfer of Loans by the Sellers to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, the pledge thereof to the Indenture Trustee, the perfection of the security interests in the Loans, and the enforcement of rights to realize on the collateral, if any, securing the Loans are subject to a number of federal and state laws, including the UCC as codified in various states. Under the UCC as in effect in all states in which Loans are originated, the Loans constitute accounts, instruments, chattel paper or payment intangibles depending upon how they are documented. The Issuer, the Issuer Loan Trustee, the Servicer, the Depositor and the Depositor Loan Trustee will take necessary actions to perfect the Indenture Trustee's rights in the Loans. If, through inadvertence or otherwise, a third party were to purchase, including the taking of a security interest in, a Loan for new value in the ordinary course of its business and then were to take possession of the instrument, tangible chattel paper or electronic chattel paper, if any, representing the Loan, such third party would acquire an interest in the Loans superior to the interests of the Issuer and the Indenture Trustee if the third party acquired the Loans for value and without knowledge that the purchase violates the rights of the Issuer, the Issuer Loan Trustee for the benefit of the Issuer or the Indenture Trustee, which could cause investors to suffer losses on their Notes. No entity will take any action to perfect the Issuer's, the Issuer Loan Trustee's or the Indenture Trustee's right in the insurance policies or any proceeds of any insurance policies covering particular items of collateral securing the Loans or any credit life or other credit insurance policies. Therefore, the rights of a third party with an interest in these proceeds could prevail against the rights of the Issuer, the Issuer Loan Trustee for the benefit of the Issuer or the Indenture Trustee prior to the time the Servicer deposits the proceeds into a Note Account and the rights of a third party with an interest in the other rights with respect to the insurance policies could prevail against the rights of the Issuer, the Issuer Loan Trustee for the benefit of the Issuer or the Indenture Trustee.

Generally, the rights held by assignees of the Loans, including without limitation, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer and the Indenture Trustee, will be subject to:

- all the terms of the contracts related to or evidencing the Loans and any defense or claim in recoupment arising from the transaction that gave rise to the contracts; and
- any other defense or claim of the Loan Obligor against the assignor of such Loan which accrues before the Loan Obligor receives notification of the assignment. Because none of the Sellers, the Servicer, the Depositor or the Issuer is obligated to give the obligors notice of the assignment of any of the Loans, the Issuer and the Indenture Trustee, if any, will be subject to defenses or claims of the Loan Obligor against the assignor even if such claims are unrelated to the Loans.

### Security Interests in Collateral Securing the Loans

#### *Hard Secured Loans*

The Hard Secured Loans are secured by a security interest in an automobile, truck, recreational vehicle, boat or other asset ownership of which is evidenced by a certificate of title issued under applicable state law (a "**Titled Asset**"). Perfection of security interests in Titled Assets is generally governed by the registration or titling laws of the state in which the applicable Titled Asset is registered or titled. In most states, a security interest in a Titled Asset is perfected by noting the secured party's lien on the Titled Asset's certificate of title. In certain states, a security interest in a Titled Asset may only be perfected by electronic recordation, by either a third-party service provider or the relevant

state registrar of title, which indicates that the lien of the secured party on the Titled Asset is recorded on the original certificate of title on the electronic lien and title system of the applicable state. As a result, any reference to a certificate of title in this private placement memorandum includes certificates of title maintained in physical form and electronic form. In some states, certificates of title maintained in physical form are held by the obligor and not the lien holder or a third-party servicer. If such Seller, because of clerical errors or otherwise, fails to effect or maintain the notation of the security interest on the certificate of title relating to a Titled Asset, the Issuer and the Issuer Loan Trustee for the benefit of the Issuer may not have a perfected first priority security interest in that Titled Asset.

To the extent the Loans include Hard Secured Loans, the applicable Seller will sell and assign the Hard Secured Loans it has originated or acquired and its security interests in the Titled Assets to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, which shall convey such Hard Secured Loans and such related security interests to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer, who will grant an interest in the Hard Secured Loans and the security interests in the Titled Assets and related property to the Indenture Trustee on behalf of the Noteholders. Because of the administrative burden and expense, the Sellers, the Depositor, the Depositor Loan Trustee for the benefit of the Depositor, the Servicer, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer and the Indenture Trustee will not amend any physical or electronic certificate of title to identify the Issuer or Indenture Trustee as the new secured party on the certificates of title. Regardless of whether the certificates of title are amended, UCC financing statements will be filed in the appropriate jurisdictions in order to perfect each transfer or pledge of the Loans, including any Hard Secured Loans, among the Sellers, the Depositor, the Depositor Loan Trustee for the benefit of the Depositor, the Issuer, the Issuer Loan Trustee for the benefit of the Issuer and the Indenture Trustee. In most states, a secured creditor can perfect its security interest in a Titled Asset against creditors and subsequent purchasers without notice only by one or more of the following methods:

- depositing with the applicable state office a properly endorsed certificate of title for the Titled Asset showing the secured party as legal owner or lienholder on the Titled Asset;
- in those states that permit electronic recordation of liens, submitting for an electronic recordation, by either a third-party service provider or the relevant state registrar of titles, which indicates that the lien of the secured party on the Titled Asset is recorded on the original certificate of title on the electronic lien and title system of the applicable state;
- filing a sworn notice of lien with the applicable state office and noting the lien on the certificate of title;  
or
- if the Titled Asset has not been previously registered, filing an application in usual form for an original registration together with an application for registration of the secured party as legal owner or lienholder, as the case may be.

However, under the laws of most states, a transferee of a security interest in a Titled Asset is not required to reapply to the applicable state office for a transfer of registration when the security interest is sold or transferred by the lienholder to secure payment or performance of an obligation. Accordingly, under the laws of these states, the assignment by the applicable Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer and by the Issuer and the Issuer Loan Trustee for the benefit of the Issuer to the Indenture Trustee of their respective interests in the Hard Secured Loans effectively conveys the applicable Seller's, the Depositor's and Depositor Loan Trustee's for the benefit of the Depositor and the Issuer's and Issuer Loan Trustee's for the benefit of the Issuer security in the Hard Secured Loans and, specifically, the Titled Assets, without re-registration and without amendment of any lien noted on the certificate of title, and the Indenture Trustee will succeed to the applicable Seller's, the Depositor's and Depositor Loan Trustee's for the benefit of the Depositor and the Issuer's and Issuer Loan Trustee's for the benefit of the Issuer respective rights as secured party. However, a risk exists in not identifying the Indenture Trustee as the new secured party on the certificates of title because the security interest of the Indenture Trustee could be released without such party's consent, another person could obtain a security interest in the applicable Titled Asset that is higher in priority than the interest of such party or such party's status as a secured creditor could be challenged in the event of a bankruptcy proceeding involving any of the Loan Obligor, the Depositor or any Seller.

Although it is not necessary to re-register the Titled Assets to convey the perfected security interest in the Titled Assets to the Indenture Trustee, the Indenture Trustee's security interest could be defeated through fraud, negligence, forgery or administrative error (including by state recording officials) because it may not be listed as legal owner or lienholder on the certificates of title. However, in the absence of these events, the notation of the applicable Seller's lien on the certificates of title generally will be sufficient to protect the Issuer against the rights of subsequent purchasers or subsequent creditors who take a security interest in a Titled Asset.

As of the Closing Date, Springleaf generally takes all action necessary to obtain a perfected security interest in each Titled Asset, however, Springleaf may not take such action in certain cases and, after the Closing Date, may change its business practices with respect to taking such action. If there are any Titled Assets for which the applicable Seller failed to obtain a first priority perfected security interest, the applicable Seller's security interest would be subordinate to, among others, subsequent purchasers and the holders of first priority perfected security interests in these Titled Assets. See "*Risk Factors—The Issuer's Security Interest in the Collateral for the Hard Secured Loans Will Not Be Noted on the Certificates of Title, which May Cause Losses on the Notes*", "*Risk Factors—Interests of Other Persons in the Collateral for Hard Secured Loans and Insurance Proceeds Could Be Senior to the Issuer's Interest, which May Result in Reduced Payments on the Notes*" and "*Risk Factors—There May be Limited, Insufficient or No Collateral Securing a Loan Obligor's Obligations Under a Loan*" in this private placement memorandum.

Under the Uniform Commercial Code, a perfected security interest in a Titled Asset continues until the earlier of the expiration of four months after the Titled Asset is moved to a new state from the state in which it is initially registered and the date on which the owner reregisters the Titled Asset in the new state. To re-register a Titled Asset, a majority of states require the registering party to surrender the certificate of title. In those states that require a secured party to take possession of the certificate of title to maintain perfection, the secured party would learn of the reregistration through the borrower's request for the certificate of title so it could re-register the Titled Asset. In the case of Titled Assets registered in states that provide for notation of a lien on the certificate of title but which do not require possession, the secured party would receive notice of surrender from the state of reregistration if the security interest is noted on the certificate of title. Thus, the secured party would have the opportunity to re-perfect its security interest in the Titled Asset in the new state. However, these procedural safeguards will not protect the secured party if, through fraud, forgery or administrative error, the borrower somehow procures a new certificate of title that does not list the secured party's lien. Additionally, in states that do not require the reregistering party to surrender the certificate of title, reregistration could defeat perfection.

Investors in the Notes should not rely on the Titled Assets as a significant source of funds to make payments on the Notes.

#### *Unsecured Loans*

Some Unsecured Loans are secured by a security interest in furniture, electronic equipment, jewelry, antiques, artwork and other personal property (subject to limitations imposed by applicable law on the taking of non-purchase money security interests in such items). In most states a security interest in such personal property would be perfected under the Uniform Commercial Code in that state by means of the filing of a financing statement or by taking position of the applicable collateral. In most instances, however, the applicable Seller does not perfect its security in collateral securing Unsecured Loans. While an unperfected security interest does take precedence over a subsequently granted unperfected security interest, it is subordinate to any perfected security interest and, typically, to a trustee in bankruptcy for the Loan Obligor. As a consequence, the ability of the applicable Seller to realize upon the collateral may be limited and its right to any proceeds of the disposition of such collateral may be subordinate to that of other creditors of the applicable Loan Obligor. Additionally, Springleaf generally does not foreclose upon collateral securing Unsecured Loans. Investors in the Notes should not rely on the collateral securing any Unsecured Loan.

#### *Competing Liens*

Under the laws of most states, statutory liens take priority over even a first priority perfected security interest in collateral. These statutory liens include:



- mechanic's, repairmen's, garagemen's and other similar liens;
- motor vehicle accident liens;
- towing and storage liens;
- liens arising under various state and federal criminal statutes; and
- liens for unpaid taxes.

The UCC also grants certain federal tax liens priority over a secured party's lien. Additionally, the laws of most states and federal law permit governmental authorities to confiscate personal property under certain circumstances if used in or acquired with the proceeds of unlawful activities. Confiscation may result in the loss of the perfected security interest in the applicable collateral. With respect to the Hard Secured Loans, the Seller and the Depositor will represent and warrant that, as of the Closing Date or Addition Date, as applicable, each security interest in a Titled Asset shall be a valid, binding and enforceable security interest in the Titled Asset. However, liens for repairs or taxes superior to the Indenture Trustee's security interest in any Titled Asset, or the confiscation of a Titled Asset, could arise at any time during the term of the applicable Hard Secured Loan. No notice will be given to the Indenture Trustee or any Noteholder in the event these types of liens or confiscations arise. Moreover, any liens of these types or any confiscation arising after the Closing Date or Addition Date, as applicable, would not give rise to a repurchase obligation of the applicable Seller or the Depositor. See "*—Repurchase Obligation*" below and "*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Repurchase Obligations*" in this private placement memorandum.

#### *Notice of Sale; Redemption Rights*

In the event of a default by a Loan Obligor with respect to a Hard Secured Loan or an Unsecured Loan, some jurisdictions require that the Loan Obligor be notified of the default and be given a time period within which the Loan Obligor may cure the default prior to repossession of the collateral securing the applicable Loan. Generally, this right of reinstatement may be exercised on a limited number of occasions in any one year period. Additionally, in cases where a Loan Obligor objects or raises a defense to repossession to a Titled Asset, or if otherwise required by applicable state law, a court order must be obtained from the appropriate state court, and the financed vehicle must then be recovered in accordance with that order.

The Uniform Commercial Code and other state laws require the secured party to provide the Loan Obligor with reasonable notice concerning the disposition of the collateral securing the Loan including, among other things, the date, time and place of any public sale and/or the date after which any private sale of the collateral may be held and certain additional information if the collateral constitutes consumer goods. In addition, some states also impose substantive timing requirements on the sale of repossessed vehicles or other Titled Assets and/or various substantive timing and content requirements relating to those notices. In some states, after a Titled Asset has been repossessed, the Loan Obligor may reinstate the account by paying the delinquent installments and other amounts due, in which case the Titled Asset is returned to the obligor. The Loan Obligor has the right to redeem the collateral prior to actual sale or entry by the secured party into a contract for sale of the collateral by paying the secured party the loan principal balance of the obligation, accrued interest thereon, reasonable expenses for repossessing, holding and preparing the collateral for disposition and arranging for its sale, plus, in some jurisdictions, reasonable attorneys' fees and legal expenses.

#### *Deficiency Judgments and Excess Proceeds*

The proceeds of resale of the repossessed Titled Assets generally will be applied first to the expenses of resale and repossession and then to the satisfaction of the indebtedness. While some states impose prohibitions or limitations on deficiency judgments if the net proceeds from resale do not cover the full amount of the indebtedness, a deficiency judgment can be sought in those states that do not prohibit or limit those judgments. However, the deficiency judgment would be a personal judgment against the obligor for the shortfall, and a defaulting Loan Obligor can be expected to have very little capital or sources of income available following repossession. Therefore, in many

cases, it may not be useful to seek a deficiency judgment or, if one is obtained, it may be settled at a significant discount. In addition to the notice requirement, the Uniform Commercial Code requires that every aspect of the sale or other disposition, including the method, manner, time, place and terms, be “commercially reasonable.” Generally, in the case of consumer goods, courts have held that when a sale is not “commercially reasonable,” the secured party loses its right to a deficiency judgment. Generally, in the case of collateral that does not constitute consumer goods, the Uniform Commercial Code provides that when a sale is not “commercially reasonable,” the secured party may retain its right to at least a portion of the deficiency judgment.

The Uniform Commercial Code also permits the debtor or other interested party to recover for any loss caused by noncompliance with the provisions of the Uniform Commercial Code. In particular, if the collateral is consumer goods, the Uniform Commercial Code grants the debtor the right to recover in any event an amount not less than the credit service charge plus 10% of the principal amount of the debt. In addition, prior to a sale, the Uniform Commercial Code permits the debtor or other interested person to prohibit or restrain on appropriate terms the secured party from disposing of the collateral if it is established that the secured party is not proceeding in accordance with the “default” provisions under the Uniform Commercial Code.

Occasionally, after resale of a repossessed Titled Asset and payment of all expenses and indebtedness, there is a surplus of funds. In that case, the Uniform Commercial Code requires the creditor to remit the surplus to any holder of a subordinate lien with respect to the Titled Asset or if no subordinate lien holder exists, the Uniform Commercial Code requires the creditor to remit the surplus to the Loan Obligor.

Courts have applied general equitable principles to secured parties pursuing repossession and litigation involving deficiency balances. These equitable principles may have the effect of relieving an obligor from some or all of the legal consequences of a default.

### **Forfeiture for Drug, RICO and Money Laundering Violations**

Federal law provides that property purchased or improved with assets derived from criminal activity or otherwise tainted, or used in the commission of certain offenses, can be seized and ordered forfeited to the United States of America. The offenses which can trigger such a seizure and forfeiture include, among others, violations of the Racketeer Influenced and Corrupt Organizations Act, the Bank Secrecy Act, the anti money laundering laws and regulations, including the USA Patriot Act of 2001 and the regulations issued thereunder, as well as the narcotic drug laws. In many instances, the United States may seize the property even before a conviction occurs.

In the event of a forfeiture proceeding, a secured party may be able to establish its interest in the property by proving that (i) its security interest was granted and perfected before the commission of the illegal conduct from which the assets used to purchase or improve the property were derived or before the commission of any other crime upon which the forfeiture is based, or (ii) the secured party, at the time of the execution of the security agreement, “did not know or was reasonably without cause to believe that the property was subject to forfeiture.” However, there can be no assurance that such a defense will be successful.

### **Servicemembers Civil Relief Act**

Generally, under the terms of the Servicemembers Civil Relief Act (the “**Relief Act**”), a Loan Obligor who enters military service after the origination of such Loan Obligor’s Loan (including a Loan Obligor who is a member of the National Guard or is in reserve status at the time of the origination of the Loan and is later called to active duty) may not be charged interest, including fees and charges, above an annual rate of 6% during the period of such Loan Obligor’s active duty status for unsecured loans and for one year thereafter for secured loans. In addition to adjusting the interest, the lender must forgive any such interest in excess of 6% per annum, unless a court or administrative agency orders otherwise upon application of the lender. It is possible that such action could have an effect, for an indeterminate period of time, on the ability of the Servicer to collect full amounts of interest on certain of the Loans. Any shortfall in interest collections resulting from the application of the Relief Act or any amendment to it will make it more likely that, under certain scenarios, amounts received in respect of the Loans and, with respect to the Notes, amounts in the Reserve Account, may be insufficient to pay the Notes all principal and interest to which they are entitled. Further, the Relief Act imposes limitations which may impair the ability of the Servicer to use self-help repossession on collateral securing an affected Loan during the Loan Obligor’s period of active duty status and for

one year thereafter. The Relief Act may also limit the ability of the Servicer to obtain a judgment against a Loan Obligor in a collection action filed against the Loan Obligor, commenced during the Loan Obligor's period of active duty status and for 90 days thereafter. Thus, in the event that such a Loan goes into default, there may be delays and losses occasioned by both the inability to realize upon any collateral in a timely fashion as well as the inability to obtain a judgment against a Loan Obligor in a collection action. In addition, the Relief Act provides broad discretion for a court to modify a Loan upon application of the Loan Obligor. Certain states have enacted comparable legislation which may lead to the modification of a Loan or interfere with or affect the ability of the Servicer to timely collect payments of principal and interest on, or to repossess collateral on, Loans of Loan Obligors in such states who are active or reserve members of the armed services or the National Guard. For example, California has enacted legislation providing protection substantially similar to that provided by the Relief Act to California national guard members called up for active service by the Governor or President and to reservists called to active duty.

### **Military Lending Act**

In July 2015, the Department of Defense issued a final rule amending the implementing regulations of the Military Lending Act. The final rule expands specific protections provided to Covered Borrowers and addresses a wider range of credit products than the previous MLA regulation. Under the final rule, OneMain is subject to the limitations of the MLA, which places a 36% "all-in" annual percentage rate limitation on certain fees, charges, interest and credit and non-credit insurance premiums for non-purchase money loans made to Covered Borrowers. The final rule was effective October 1, 2015, and compliance was required starting on October 3, 2016. Any Loan Agreement or other contract with a Covered Borrower that fails to comply with the MLA, as implemented by the final rule, or that contains one or more provisions prohibited under the MLA, as implemented by the final rule, is void from the inception of such Loan Agreement or other contract.

### **Consumer Protection Laws**

Numerous federal and state consumer protection laws and related regulations impose substantial requirements on lenders and servicers involved in consumer finance, including requirements regarding the adequate disclosure of contract terms and limitations on contract terms, collection practices and creditor remedies.

#### *Consumer Financial Protection Bureau*

The Dodd-Frank Act impacts the offering, marketing and regulation of consumer financial products and services offered by financial institutions, which could include the Sellers, the Servicer, the Depositor and their Affiliates, including the Issuer. The CFPB will have supervision, examination and enforcement authority over the consumer financial products and services offered by certain non-depository institutions and large insured depository institutions. The CFPB also has broad rulemaking and enforcement authority over providers of credit, savings and payment services and products and authority to prevent "unfair, deceptive or abusive" acts or practices. The CFPB has the authority to write regulations under federal consumer financial protection laws, and to enforce those laws against and examine large financial institutions for compliance.

For example, the Dodd-Frank Act gives the CFPB supervisory authority over entities that are designated as "larger participants" in certain financial services markets, including consumer installment loans and related products. The CFPB has issued a final rule, effective August 31, 2015, expanding its authority to larger participants in the automobile financing market. Under the definitions included in the final rule, the Servicer is considered a larger participant. Consequently, the Servicer is subject to the supervision and examination authority of the CFPB.

The CFPB is also authorized to collect fines and provide consumer restitution in the event of violations, engage in consumer financial education, track consumer complaints, request data and promote the availability of financial services to underserved consumers and communities. Depending on how the CFPB functions and its areas of focus, it could increase the compliance costs for OneMain, potentially delay OneMain's ability to respond to marketplace changes, result in requirements to alter products and services that would make them less attractive to consumers and impair the ability of OneMain to offer products and services profitably. The CFPB is authorized to pursue administrative proceedings or litigation for violations of federal consumer financial laws. In these proceedings, the CFPB can obtain cease and desist orders (which can include orders for restitution or rescission of contracts, as well as other kinds of affirmative relief) and monetary penalties ranging from \$5,526 per day for minor violations of

federal consumer financial laws (including the CFPB's own rules) to \$27,631 per day for reckless violations and \$1,105,241 per day for knowing violations. Also, where a company has violated Title X of the Dodd-Frank Act or CFPB regulations under Title X, the Dodd-Frank Act empowers state attorneys general and state regulators to bring civil actions for the kind of cease and desist orders available to the CFPB.

See "*Risk Factors—Financial Regulatory Reform*" in this private placement memorandum.

#### *Other Laws*

Other laws include the following (and their implementing regulations):

- Truth in Lending Act;
- Equal Credit Opportunity Act;
- Fair Credit Reporting Act;
- Federal Trade Commission Act;
- Magnuson-Moss Warranty Act;
- Fair Debt Collection Practices Act;
- Servicemembers Civil Relief Act;
- Gramm-Leach-Bliley Act;
- Military Lending Act; and
- Telephone Consumer Protection Act.

In addition state consumer protection laws also impose substantial requirements on creditors and servicers involved in consumer finance. The applicable state laws generally regulate:

- allowable rates, fees and charges;
- the disclosures required to be made to Loan Obligors;
- licensing of originators of personal loans;
- debt collection practices
- origination practices; and
- servicing practices.

These federal and state laws can impose specific statutory liabilities on creditors who fail to comply with their provisions and may affect the enforceability of a personal loan. In particular, a violation of these consumer protection laws may:

- limit the ability of the Servicer to collect all or part of the principal of or interest on the Loan;
- subject the Issuer, as an assignee of the Loans, to liability for expenses, damages and monetary penalties resulting from the violation;

- subject the Issuer to an administrative enforcement action; and
- provide the Loan Obligor with set-off rights against the Issuer.

Courts have imposed general equitable principles upon repossession and litigation involving deficiency balances. These equitable principles are generally designed to relieve a consumer from the legal consequences of a default.

In several cases, consumers have asserted that the self-help remedies of secured parties under the Uniform Commercial Code and related laws violate the due process protections provided under the 14th Amendment to the Constitution of the United States. Courts have generally upheld the notice provisions of the Uniform Commercial Code and related laws as reasonable or have found that the repossession and resale by the creditor do not involve sufficient state action to afford constitutional protection to obligors.

The Consumers' Claims and Defenses Rule, the so-called "Holder-in-Due-Course" rule of the Federal Trade Commission, has the effect of subjecting a seller, and certain related creditors and their assignees in a consumer credit transaction and any assignee of the creditor to all claims and defenses which the debtor in the transaction could assert against the seller of the goods. If a Loan is subject to the requirements of the Holder in Due Course rule, the Issuer, the Issuer Loan Trustee or the Indenture Trustee on the Issuer's behalf will be subject to any claims or defenses that the debtor may assert against a seller.

### **Repurchase Obligation**

Each Seller, as seller of Loans to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, will make representations and warranties in the Loan Purchase Agreement that each Loan sold by it to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor satisfies the Loan Level Representations. If any Loan Level Representation proves to be incorrect with respect to any Loan, has certain material adverse effects and is not timely cured, such Seller will be required under the applicable Transaction Documents to repurchase the affected Loan as described under "*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Repurchase Obligations*" in this private placement memorandum. The Sellers are subject from time to time to litigation alleging that the personal loans or its lending practices do not comply with applicable law. The commencement of any such litigation generally would not result in a breach of any of a Seller's representations or warranties.

### **Certain Matters Relating to Bankruptcy**

The Depositor has been structured as a limited purpose entity and will engage only in activities permitted by its organizational documents. The Depositor's organizational documents contain provisions that are intended to reduce the likelihood that the Depositor will file a voluntary petition under the United States Bankruptcy Code or any similar applicable state law. There can be no assurance, however, that the Depositor, or SFC or any Seller, will not become insolvent and file a voluntary petition under the United States Bankruptcy Code or any similar applicable state law or become subject to a conservatorship or receivership, as may be applicable in the future.

The voluntary or involuntary petition for relief under the United States Bankruptcy Code or any similar applicable state law or the establishment of a conservatorship or receivership, as may be applicable, with respect to SFC or any Seller should not necessarily result in a similar voluntary application with respect to the Depositor so long as the Depositor is solvent and does not reasonably foresee becoming insolvent either by reason of SFC's or such Seller's insolvency or otherwise. The Depositor has taken certain steps in structuring the transactions contemplated hereby that are intended to make it unlikely that any voluntary or involuntary petition for relief by SFC or any Seller under applicable insolvency laws will result in the consolidation pursuant to such insolvency laws or the establishment of a conservatorship or receivership, of the assets and liabilities of the Depositor with those of SFC or any Seller. These steps include the organization of the Depositor as a limited purpose entity pursuant to its limited liability company agreement containing certain limitations (including restrictions on the limited nature of Depositor's business and on its ability to commence a voluntary case or proceeding under any insolvency law without an affirmative vote of all of its directors, including independent directors).

SFC, the Sellers and the Depositor believe that subject to certain assumptions (including the assumption that the books and records relating to the assets and liabilities of SFC and the Sellers will at all times be maintained separately from those relating to the assets and liabilities of the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, the Depositor will prepare its own balance sheets and financial statements and there will be no commingling of the assets of SFC or any Seller with those of the Depositor except as expressly contemplated in the Transaction Documents) the assets and liabilities of the Depositor should not be substantively consolidated with the assets and liabilities of SFC or any Seller in the event of a petition for relief under the United States Bankruptcy Code with respect to SFC or any Seller; and the transfer of Loans by the Sellers to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor should constitute an absolute transfer, and, therefore, such Loans would not be property of the applicable Seller in the event of the filing of an application for relief by or against such Seller under the United States Bankruptcy Code.

Counsel to the Depositor and the Issuer will also render its opinion that:

- subject to certain assumptions, the assets and liabilities of neither the Depositor nor the Issuer would be substantively consolidated with the assets and liabilities of SFC or any Seller in the event of a petition for relief under the United States Bankruptcy Code with respect to SFC or such Seller; and
- the transfer of the Loans by each Seller to the Depositor constitutes an absolute transfer and would not be included in such Seller's bankruptcy estate or subject to the automatic stay provisions of the United States Bankruptcy Code.

If, however, a bankruptcy court or a creditor were to take the view that SFC or any Seller, on the one hand, and the Depositor or the Issuer, on the other hand, should be substantively consolidated or that the transfer of the Loans from any Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor should be recharacterized as a pledge of such Loans, then you may experience delays and/or shortfalls in payments on the Notes.

#### **FDIC's Avoidance Power under OLA**

The Dodd-Frank Wall Street Reform and Consumer Protection Act established the orderly liquidation authority ("**OLA**") under which the Federal Deposit Insurance Corporation ("**FDIC**") is authorized to act as receiver of a financial company and its subsidiaries defined therein as "covered financial companies." OLA differs from the United States Bankruptcy Code in several respects. In addition, because the legislation remains subject to clarification through FDIC regulations and has yet to be applied by the FDIC in any receivership, it is unclear what impact these provisions will have on any particular company, including the sponsor, the depositor or the issuer, or such company's creditors. For a company to become subject to OLA, the Secretary of the Treasury (in consultation with the President of the United States) must determine that: (a) the company is in default or in danger of default; (b) the failure of the company and its resolution under the United States Bankruptcy Code would have serious adverse effects on financial stability in the United States; (c) no viable private sector alternative is available to prevent the default of the company; and (d) an OLA proceeding would mitigate these effects. If the FDIC were to determine that the failure of SFC, any Seller, the Depositor, the Issuer and/or any of their Affiliates, alone or in combination with the failure of other entities would have serious adverse effects on financial stability in the United States and that the other criteria above is satisfied, then SFC, such Seller, the Depositor and/or the Issuer could be subject to OLA.

If that occurred, the FDIC could repudiate contracts deemed burdensome to the estate, including secured debt. Springleaf has structured the transfers of the Loans to the Depositor and the Issuer in a manner intended to mitigate the risk of the recharacterization of the transfers as a security interest to secure debt of any Seller. Any attempt by the FDIC to repudiate the transfer of the Loans or to recharacterize the securitization transaction as a secured loan (which the FDIC could then repudiate) could cause delays in payments or losses on the Notes. In addition, if the Issuer were to become subject to OLA, the FDIC could repudiate the debt of the Issuer with the result that Noteholders would have a secured claim in the receivership of the Issuer. Also, if the Issuer were subject to OLA, Noteholders would not be permitted to accelerate the Notes, exercise remedies against the collateral or replace the servicer without the FDIC's consent for 90 days after the receiver is appointed. As a result of any of these events, delays in payments on the Notes and reductions in the amount of those payments could occur.

In addition, and also assuming that the FDIC were appointed receiver of the sponsor or any of their affiliates under OLA, the FDIC could avoid transfers of Loans that are deemed “preferential.” Under one potential interpretation of OLA, the FDIC could avoid a Seller’s transfer of certain Loans to the Depositor perfected merely upon their transfer (in the case of a sale) or by the filing of a UCC financing statement (in the case of a pledge by the issuing entity). If the transfer were avoided as a preference under OLA, Noteholders would have only an unsecured claim in the receivership for the purchase price of the Loans. On July 15, 2011, the FDIC Board of Directors published a final rule which, among other things, states that the FDIC is interpreting the OLA’s provisions regarding the treatment of preferential transfers in a manner comparable to the relevant provisions of the United States Bankruptcy Code so that transferees will have the same treatment under the OLA as they would have in a bankruptcy proceeding. This final rule was effective on August 15, 2011. If a court were to conclude, however, that this FDIC rule is not consistent with the statute, then if a transfer were avoided as a preference under the OLA, Noteholders would have only an unsecured claim in the receivership for the purchase price of the Loans.

### **Other Limitations**

In addition to the laws limiting or prohibiting deficiency judgments, numerous other statutory provisions, including the United States Bankruptcy Code and similar state laws, may interfere with or affect the ability of a secured party to realize upon collateral or to enforce a deficiency judgment. For example, if an obligor commences bankruptcy proceedings, a bankruptcy court may prevent a creditor from repossessing a titled asset, and, as part of the rehabilitation plan, reduce the amount of the secured indebtedness to the market value of the titled asset at the time of filing of the bankruptcy petition, as determined by the bankruptcy court, leaving the creditor as a general unsecured creditor for the remainder of the indebtedness. A bankruptcy court may also reduce the monthly payments due under a personal loan or change the rate of interest and time of repayment of the personal loan.

Any shortfalls or losses arising in connection with the matters described above, to the extent not covered by amounts payable to the Noteholders from amounts available under a credit enhancement mechanism, could result in losses to the Noteholders.

### **CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES**

The following is a general discussion of certain U.S. federal income tax consequences relating to the purchase, ownership and disposition of the Notes by initial purchasers of the Notes who purchase the Notes upon their original issuance and hold the Notes as capital assets within the meaning of Section 1221 of the Internal Revenue Code. This discussion does not address all of the tax considerations that may be relevant to prospective purchasers in light of their particular circumstances or to persons subject to special rules under federal tax laws, such as certain financial institutions, insurance companies, dealers in securities, tax-exempt entities, certain former citizens or residents of the U.S., persons who hold the Notes as part of a “straddle,” “hedging,” “conversion” or other integrated transaction, persons who mark their securities to market for U.S. federal income tax purposes, U.S. persons whose functional currency is not the U.S. dollar or persons who may be or become subject to the alternative minimum tax. In addition, this discussion does not address the effect of any state, local or foreign tax laws. Accordingly, prospective purchasers are advised to consult their own tax advisors with respect to their individual circumstances.

This discussion is based on the Internal Revenue Code, the Treasury regulations promulgated thereunder and administrative and judicial pronouncements, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect.

For purposes of the following discussion, the term “U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the U.S., (ii) a corporation (or other entity subject to U.S. federal income taxation as a corporation) created or organized in or under the laws of the U.S. or of any state or the District of Columbia, or (iii) an estate or trust treated as a U.S. person under Section 7701(a)(30) of the Internal Revenue Code. The term “Non-U.S. Holder” means a beneficial owner of a Note other than a U.S. Holder or an entity treated as a partnership for U.S. federal income tax purposes. For the purposes of this discussion, U.S. Holders and Non-U.S. Holders are referred to collectively as “Holders.”

Special rules, not addressed in this discussion, may apply to persons purchasing Notes through entities treated for U.S. federal income tax purposes as partnerships, and any such entity purchasing Notes and persons purchasing Notes through such an entity should consult their own tax advisors in that regard.

Except as otherwise noted herein, the discussion below does not address the U.S. federal income tax consequences of the purchase, ownership and disposition of Notes that will initially be retained by the Depositor or conveyed to an affiliate of the Depositor.

### **Treatment of the Notes as Indebtedness**

Sidley Austin LLP, as special tax counsel to the Issuer, will issue an opinion as of the closing date that:

- when issued, the Class A Notes, Class B Notes and Class C Notes will be characterized as indebtedness for U.S. federal income tax purposes, in each case, except to the extent such Notes are retained by the Depositor or conveyed to an affiliate of the Depositor,
- when issued, the Class D Notes should be characterized as indebtedness for U.S. federal income tax purposes, except to the extent such Notes are retained by the Depositor or conveyed to an affiliate of the Depositor, and
- the Issuer will not be classified as an association (or a publicly traded partnership) taxable as a corporation for U.S. federal income tax purposes

(the “**Closing Date Tax Opinions**”). In rendering the Closing Date Tax Opinions, special tax counsel will rely on various representations made to it by the Issuer, SFC and others. Potential investors should be aware that, as of the date of this private placement memorandum, no transaction closely comparable to that contemplated herein has been the subject of any judicial decision, Treasury regulation or revenue ruling. Although special tax counsel to the Issuer will issue the Closing Date Tax Opinions, the Internal Revenue Service may successfully take a contrary position. The Closing Date Tax Opinions are not binding on the Internal Revenue Service or on any court.

The U.S. federal income tax characterization of any Note retained by the Depositor or conveyed to an affiliate of the Depositor will not be determined until the time, if any, that the Note is sold to an unrelated purchaser, based on the law and circumstances existing at that time. Therefore, no opinion is expressed, and no assurances can be given, with respect to the characterization for U.S. federal income tax purposes of such a Note. However, prior to any subsequent sale of such a Note, the Issuer must receive an Opinion of Counsel that such sale (i) will not adversely affect the U.S. federal income tax characterization as debt of any outstanding Notes with respect to which an Opinion of Counsel was delivered at the time of their original issuance as to the characterization of such Notes as debt for U.S. federal income tax purposes (it being understood that any such Opinion of Counsel shall not be required to provide any greater level of assurance regarding the tax characteristics of any Class of Notes than was provided in the original Opinion of Counsel with respect to such Class), (ii) will not cause or constitute an event in which gain or loss would be recognized by any Holder of outstanding Notes with respect to which an Opinion of Counsel was delivered at the time of the original issuance as to the characterization of such Notes as debt for U.S. federal income tax purposes (it being understood that no such Opinion of Counsel shall be required with respect to Notes as to which no Opinion of Counsel as to the characterization of such Notes as debt for U.S. federal income tax purposes was delivered) other than the Depositor or any affiliate thereof and (iii) will not cause the Issuer to be classified as an association (or a publicly traded partnership) taxable as a corporation for U.S. federal income tax purposes. Unless such subsequently sold Note has a CUSIP number that is different than that of any other Notes outstanding immediately prior to such sale, the Issuer must also receive an Opinion of Counsel that, for U.S. federal income tax purposes, either (i) such later sold Notes have the same issue price and issue date as do any outstanding Notes that have the same CUSIP number as the Notes being sold or (ii) neither the later sold Notes nor any Outstanding Notes that have the same CUSIP number as the Notes being sold were issued with OID. In addition, with respect to any subsequent sale of such a Note that is a Class A Note, Class B Note or Class C Note, the Issuer must receive an Opinion of Counsel that such Class A Note, Class B Note or Class C Note, as applicable, will be characterized as indebtedness for U.S. federal income tax purposes, and, with respect to any subsequent sale of such a Note that is a Class D Note, the Issuer must receive an



Opinion of Counsel that such Class D Note should be characterized as indebtedness for U.S. federal income tax purposes.

The Issuer, by entering into the Indenture, and each Holder, by the acceptance of any Note (and each beneficial owner of a Note, by its acceptance of an interest in the applicable Note), agree to treat the Notes for federal, state and local income and franchise tax purposes as indebtedness, and to file all federal, state and local income and franchise tax and information returns and reports required to be filed with respect to any Notes, under any applicable federal, state or local tax statute or any rule or regulation under any of them, consistent with such characterization. In addition, Holders, after the Closing Date will be required to provide to the Issuer, the Indenture Trustee or their agents all information, documentation or certifications acceptable to it to permit the Issuer or the Indenture Trustee to comply with its tax reporting obligations under applicable law, including any applicable cost basis reporting obligations.

The Closing Date Tax Opinions will reflect uncertainty as to the U.S. federal income tax characterization of the Class D Notes. Although as described more fully above, the Issuer and each Holder, including Holders of Class D Notes (and each beneficial owner of a Note), agree to treat the Notes for tax purposes as indebtedness, the Internal Revenue Service may assert that the Notes, or a particular Class of Notes, are not properly characterized as indebtedness for U.S. federal income tax purposes. The courts and the Internal Revenue Service have held that, in certain circumstances, indebtedness issued by a thinly capitalized entity should not be treated as indebtedness of that entity for U.S. federal income tax purposes. Although it is not clear that the Issuer should be viewed as being thinly capitalized, the Internal Revenue Service might contend that the Issuer is thinly capitalized and thus the Notes or a Class of the Notes, in substance, represent equity of the Issuer. If the Internal Revenue Service were to contend successfully that any Class of Notes were not properly treated as indebtedness for U.S. federal income tax purposes, such Notes might be treated as equity interests in the Issuer (any such Notes, “**Recharacterized Notes**”). Because of the subordination of the Class D Notes, any such attempted recharacterization would more likely be successful, if at all, with respect to the Class D Notes. If any of the Notes were successfully recharacterized as equity interests, the Issuer would be considered to have multiple equity owners (rather than the Depositor being treated as its sole owner) and, if that were the case, it is expected that the Issuer would be classified as a partnership for U.S. federal income tax purposes.

If the Issuer were treated as a partnership, the Issuer generally would not be subject to U.S. federal income tax, but each Holder of Recharacterized Notes would be treated as a partner in such partnership and would be required to take into account an amount with respect to such Holder’s ownership interest in the Issuer, possibly even if a corresponding cash payment was not received by such Holder. In such event, however, the amount, timing and character of income to a Holder of Recharacterized Notes would not generally be expected to materially differ from that which a Holder would receive if such Holder’s Notes were not recharacterized. In addition, the Issuer could be required to withhold tax with respect to any Recharacterized Notes held by Non-U.S. Holders, and could be liable for any failure to so withhold, thereby reducing the cash flow that would otherwise be available to make payments on all Notes. With respect to any Recharacterized Notes, the Issuer and each beneficial owner of such Notes, by acceptance of such Notes (or beneficial interest therein), agree that, in the event any Notes are successfully recharacterized, the Issuer will be treated as a partnership as described above and payments on the Recharacterized Notes will be treated as “guaranteed payments” under Section 707 of the Internal Revenue Code, and agree to file all tax returns or reports consistent with such treatment.

If the Class A Notes, Class B Notes or the Class C Notes were successfully recharacterized as equity interests, however, the Issuer may be treated as a publicly traded partnership taxable as a corporation. If the Issuer were treated as a publicly traded partnership taxable as a corporation, the Issuer would be subject to U.S. federal income tax at corporate rates on its taxable income, computed without any deduction for interest paid on any Recharacterized Notes, substantially reducing cash flow that would otherwise be available to make payments on the Notes.

If the Issuer were treated as a partnership for U.S. federal income tax purposes, adverse tax consequences might be experienced by Non-U.S. Holders and certain tax-exempt U.S. Holders of Recharacterized Notes. In particular, each Non-U.S. Holder of Recharacterized Notes could be subject to a 30% withholding tax (subject to a lower rate pursuant to an applicable tax treaty) on the interest amounts due to them, possibly prior to distribution of such amounts. Alternatively, each Non-U.S. Holder of Recharacterized Notes could be subject to tax (and withholding) based on regular U.S. tax rates applicable to U.S. persons on the interest amounts due to them, possibly prior to distribution of such amounts, and, in the case of a corporation, an additional 30% branch profits tax (subject

to a lower rate pursuant to an applicable tax treaty). Further, depending on the circumstances, a Non-U.S. Holder of Recharacterized Notes could be required to file a U.S. tax return. In addition, with respect to certain tax-exempt U.S. Holders, certain portions of their receipts of payments may constitute “unrelated business taxable income.” Finally, new audit rules for partnerships, scheduled to become effective for tax years beginning in 2018, require taxes arising from audit adjustments to be paid by the entity rather than by its partners or members unless an entity elects otherwise. It is unclear to what extent these elections will be available to the Issuer and how any such elections may affect the procedural rules available to challenge any audit adjustment that would otherwise be available in the absence of any such elections. Holders of equity (including holders of Recharacterized Notes) could be obligated to pay any such taxes and other costs, and may have to take the adjustment into account for the taxable year in which the adjustment is made rather than for the audited taxable year. Prospective investors are urged to consult with their tax advisors regarding the possible effect of the new rules on them.

Except as otherwise expressly indicated, the following discussion assumes that the characterizations described in the Closing Date Tax Opinions are correct, and that the Notes are properly characterized as indebtedness for U.S. federal income tax purposes.

## **U.S. Holders**

***Taxation of Interest and Original Issue Discount.*** Each U.S. Holder of a Note will include in income payments of interest in respect of such Note, in accordance with such U.S. Holder’s method of accounting for U.S. federal income tax purposes, as ordinary interest income.

The issue price of some or all of the Notes may be less than their stated principal amount by more than a specified *de minimis* amount, such that those Notes (the “**OID Notes**”) will be treated as issued with original issue discount (“**OID**”) in an amount equal to such difference. A U.S. Holder must generally accrue OID on a current basis as ordinary income as it accrues over the term of an OID Note (taking into account special rules applicable to debt instruments such as the Notes, the repayment of which may be accelerated by payments on other obligations securing the debt instrument), and pay tax accordingly, without regard to its regular method of accounting for U.S. federal income tax purposes and in advance of the receipt of cash payments attributable to that income.

A U.S. Holder may elect to treat all interest on an OID Note as OID and calculate the amount includible in gross income under the constant yield method described above. The election is to be made for the taxable year in which the OID Note was acquired, and may not be revoked without the consent of the Internal Revenue Service. A U.S. Holder should consult his own tax advisor about this election and about the OID rules, in general.

***Principal Payments.*** The principal payments will generally constitute a tax-free return of capital that will reduce a U.S. Holder’s adjusted tax basis in its Notes.

***Sale, Exchange, Retirement or Other Disposition of Notes.*** In general, a U.S. Holder of a Note will have a tax basis in such Note equal to the cost of the Note to such U.S. Holder, reduced by any principal payments. Upon a sale, exchange, retirement or other disposition of a Note, a U.S. Holder will generally recognize gain or loss equal to the difference between the amount realized on the sale, exchange, retirement or other disposition (less any amount realized that is attributable to accrued but unpaid interest, which will constitute ordinary income if not previously included in income) and the U.S. Holder’s tax basis in such Note. Any such gain or loss will be long-term capital gain or loss if the U.S. Holder has held the Note for more than one year at the time of disposition. A U.S. Holder that is an individual is entitled to preferential treatment for net long-term capital gains; the ability of a U.S. Holder to utilize capital losses to offset ordinary income is limited, however.

***Net Investment Income Tax.*** Certain U.S. Holders that are individuals, estates or trusts are subject to a 3.8% tax on all or a portion of their “net investment income,” which will include all or a portion of their interest income from, and gain from the disposition of, a Note. Any U.S. Holder that is an individual, estate or trust, is urged to consult his or her tax advisors regarding the applicability of such tax to his or her income.

## Non-U.S. Holders

Subject to the discussion below under the headings “—*Foreign Account Tax Compliance Act (“FATCA”)*” and “—*Backup Withholding and Information Reporting,*” the following is a discussion of U.S. federal income tax considerations generally applicable to Non-U.S. Holders:

- payments of principal and interest (including OID) with respect to a Note held by or for a Non-U.S. Holder will not be subject to withholding of U.S. federal income tax, *provided* that, in the case of interest (including OID), (i) such interest is not received by a bank on an extension of credit made pursuant to a loan agreement entered in the ordinary course of its trade or business, (ii) such Non-U.S. Holder does not own, actually or constructively, 10% or more of the total combined voting power of all of SFC’s classes of stock entitled to vote, (iii) such Non-U.S. Holder is not a controlled foreign corporation, within the meaning of Section 957(a) of the Internal Revenue Code, that is related, directly or indirectly, to SFC through stock ownership and (iv) the statement requirement set forth in Section 871(h) or Section 881(c) of the Internal Revenue Code (described below) has been fulfilled with respect to such Non-U.S. Holder; and
- a Non-U.S. Holder will generally not be subject to U.S. federal income tax on gain realized on the sale, exchange, retirement or other disposition of a Note, unless (i) such Non-U.S. Holder is an individual who is present in the U.S. for 183 days or more in the taxable year of such sale, exchange, retirement or other disposition and certain other conditions are met or (ii) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the U.S. (and, under certain income tax treaties, is attributable to a U.S. permanent establishment maintained by such Non-U.S. Holder).

Sections 871(h) and 881(c) of the Internal Revenue Code require that, in order to obtain the exemption from withholding of U.S. federal income tax described in the first bullet above, either the Non-U.S. Holder or a securities clearing organization, bank or other financial institution that holds customers’ securities in the ordinary course of its trade or business (a “**Financial Institution**”) and that is holding the Note on behalf of such Non-U.S. Holder, must file a statement with the withholding agent to the effect that the Non-U.S. Holder is not a U.S. person. Such requirement will be fulfilled if the Non-U.S. Holder certifies on Internal Revenue Service Form W-8BEN, if an individual, or Form W-8BEN-E, if an entity (or successor forms), under penalties of perjury, that it is not a U.S. person and provides its name and address, or any Financial Institution holding the note on behalf of the Non-U.S. Holder files a statement with the withholding agent to the effect that it has received such a statement from the Non-U.S. Holder (and furnishes the withholding agent with a copy thereof). In addition, in the case of Notes held by a foreign intermediary (other than a “qualified intermediary”) or a foreign partnership (other than a “withholding foreign partnership”), the foreign intermediary or partnership, as the case may be, generally must provide a properly executed Internal Revenue Service Form W-8IMY (or successor form) and attach thereto an appropriate certification by each foreign beneficial owner or U.S. payee.

If a Non-U.S. Holder is engaged in a trade or business in the U.S., and if amounts treated as interest (including OID) for U.S. federal income tax purposes on a Note or gain realized on the sale, exchange, retirement or other disposition of a Note are effectively connected with the conduct of such trade or business, the Non-U.S. Holder, although exempt from the withholding of U.S. federal income tax described in the first bullet above, will generally be subject to regular U.S. federal income tax on such effectively connected income or gain in the same manner as if it were a U.S. Holder. In lieu of the certificate described in the preceding paragraph, such Non-U.S. Holder will be required to provide a properly executed Internal Revenue Service Form W-8ECI (or successor form) to the withholding agent in order to claim an exemption from withholding tax. In addition, if such Non-U.S. Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

## Foreign Account Tax Compliance Act (“FATCA”)

Pursuant to the Foreign Account Tax Compliance Act, enacted as part of the Hiring Incentives to Restore Employment Act (“FATCA”), foreign financial institutions (which include hedge funds, private equity funds, mutual funds, securitization vehicles and any other investment vehicles regardless of their size) must comply with information

reporting rules with respect to their U.S. account holders and investors or bear a withholding tax on certain U.S. source payments made to them (including such payments made to them in their capacity as intermediaries). Generally, if a foreign financial institution or certain other foreign entity does not comply with these reporting requirements, “withholdable payments” made to the noncomplying entity are subject to a 30% withholding tax. For this purpose, withholdable payments are U.S.-source payments otherwise subject to nonresident withholding tax and, beginning in 2019, also include the entire gross proceeds from the sale of certain equity or debt instruments of U.S. issuers. This withholding tax will apply regardless of whether the payment would otherwise be exempt from U.S. nonresident withholding tax (e.g., under the portfolio interest exemption or as capital gain). This withholding tax will not apply to withholdable payments made directly to foreign governments, international organizations, foreign central banks of issue and individuals, and the Internal Revenue Service is authorized to provide additional exceptions.

Foreign entities located in jurisdictions that have entered into intergovernmental agreements with the U.S. in connection with FATCA may be subject to different rules.

Prospective purchasers are urged to consult with their tax advisors regarding these rules.

### **Backup Withholding and Information Reporting**

**U.S. Holders.** Under current U.S. federal income tax law, backup withholding at specified rates and information reporting requirements may apply to payments of principal and interest (including OID) made to, and to the proceeds of sale before maturity by, certain noncorporate U.S. Holders of Notes. Backup withholding will apply to a U.S. Holder if:

- such U.S. Holder fails to furnish its Taxpayer Identification Number (“**TIN**”) to the payor in the manner required;
- such U.S. Holder furnishes an incorrect TIN and the payor is so notified by the Internal Revenue Service;
- the payor is notified by the Internal Revenue Service that such U.S. Holder has failed to properly report payments of interest or dividends; or
- under certain circumstances, such U.S. Holder fails to certify, under penalties of perjury, that it has furnished a correct TIN and has not been notified by the Internal Revenue Service that it is subject to backup withholding for failure to report interest or dividend payments.

Backup withholding does not apply with respect to payments made to certain exempt recipients, including corporations (within the meaning of Section 7701(a) of the Internal Revenue Code), tax-exempt organizations or qualified pension and profit-sharing trusts.

Backup withholding is not an additional tax. Any amounts withheld from a payment under the backup withholding rules will be allowed as a credit against a U.S. Holder’s U.S. federal income tax liability and may entitle such U.S. Holder to a refund, *provided* that certain required information is furnished to the Internal Revenue Service.

U.S. Holders should consult their tax advisors regarding their qualification and eligibility for exemption from backup withholding, and the application of information reporting requirements, in their particular situations.

**Non-U.S. Holders.** Backup withholding will not apply to payments of principal or interest (including OID) made by the Issuer or its paying agent on a note if a Non-U.S. Holder has provided the required certification under penalties of perjury that it is not a U.S. person or has otherwise established an exemption (absent the Issuer’s actual knowledge or reason to know that the Non-U.S. Holder is actually a U.S. Holder). Backup withholding is not an additional tax. Any amounts withheld from a payment under the backup withholding rules will be allowed as a credit against a Non-U.S. Holder’s U.S. federal income tax liability and may entitle such Non-U.S. Holder to a refund, *provided* that certain required information is furnished to the Internal Revenue Service.

Internal Revenue Service Form 1042-S will be filed with the Internal Revenue Service annually with respect to the amount of interest (including OID) paid on the Notes and the amount of tax withheld with respect to those payments. Copies of the information returns reporting those interest payments and withholding may also be made available to the tax authorities in the country in which a Non-U.S. Holder resides under the provisions of an applicable income tax treaty. Information reporting on Internal Revenue Service Form 1099 may also apply to payments of interest (including OID) made outside the U.S., and payments on the sale, exchange, retirement or other disposition of a Note effected outside the U.S., if payment is made by a payor that is, for U.S. federal income tax purposes,

- a U.S. person;
- a controlled foreign corporation;
- a U.S. branch of a foreign bank or foreign insurance company;
- a foreign partnership controlled by U.S. persons or engaged in a U.S. trade or business; or
- a foreign person, 50% or more of whose gross income is effectively connected with the conduct of a U.S. trade or business for a specified three-year period,

unless such payor has in its records documentary evidence that the beneficial owner is not a U.S. Holder and certain other conditions are met or the beneficial owner otherwise establishes an exemption.

Non-U.S. Holders should consult their tax advisors regarding their qualification and eligibility for exemption from backup withholding, and the application of information reporting requirements, in their particular situations.

## STATE AND OTHER TAX CONSEQUENCES

In addition to the U.S. federal income tax consequences described in “*Certain U.S. Federal Income Tax Consequences*” in this private placement memorandum, potential investors should consider the state and local tax consequences of the acquisition, ownership, and disposition of the Notes offered hereunder. State tax law may differ substantially from the corresponding federal tax law, and this discussion does not purport to describe any aspect of the tax laws of any state or other jurisdiction. Therefore, prospective investors should consult their own tax advisors with respect to the various tax consequences of investments in the Notes.

## ERISA CONSIDERATIONS

Sections 404 and 406 of ERISA and Section 4975 of the Internal Revenue Code impose fiduciary and prohibited transaction restrictions on the activities of employee benefit plans (as defined in and subject to ERISA) and certain other retirement plans and arrangements described in and subject to Section 4975 of the Internal Revenue Code and on various other entities and arrangements, including bank collective investment funds and insurance company general and separate accounts in which such plans are invested (collectively, “**Plans**”).

Some plans, including governmental plans (as defined in Section 3(32) of ERISA), plans maintained outside the United States primarily for the benefit of persons substantially all of whom are non-resident aliens as described in Section 4(b)(4) of ERISA and, if no election has been made under Section 410(d) of the Internal Revenue Code, church plans (as defined in Section 3(33) of ERISA) are not subject to Section 406 of ERISA or Section 4975 of the Internal Revenue Code. Accordingly, assets of these plans may be invested in the Notes without regard to the ERISA considerations described below, subject to the provisions of other applicable federal, state, non-U.S. and local law. Any such plan which is qualified and exempt from taxation under Sections 401(a) and 501(a) of the Internal Revenue Code, however, is subject to the prohibited transaction rules set forth in Section 503 of the Internal Revenue Code.

ERISA generally imposes on Plan fiduciaries general fiduciary requirements, including the duties of investment prudence and diversification and the requirement that a Plan’s investments be made in accordance with the documents governing the Plan. Any person who has discretionary authority or control with respect to the management or disposition of the assets of a Plan (“**Plan Assets**”) and any person who provides investment advice

with respect to Plan Assets for a fee is a fiduciary of the investing Plan. If the Loans and other assets included in the Issuer were to constitute Plan Assets, then any party exercising management or discretionary control with respect to those Plan Assets may be deemed to be a Plan “fiduciary,” and subject to the fiduciary responsibility provisions of ERISA and the prohibited transaction provisions of ERISA and Section 4975 of the Internal Revenue Code with respect to any investing Plan. In addition, the acquisition or holding of Class A Notes, Class B Notes or Class C Notes by or on behalf of a Plan or with Plan Assets may constitute or involve a prohibited transaction under ERISA and Section 4975 of the Internal Revenue Code unless a statutory or administrative exemption is available. Further, ERISA prohibits Plans to which it applies from engaging in “prohibited transactions” under Section 406 of ERISA and Section 4975 of the Internal Revenue Code imposes excise taxes with respect to transactions described in Section 4975 of the Internal Revenue Code. These transactions described in ERISA and Section 4975 of the Internal Revenue Code prohibit a broad range of transactions involving Plan Assets and persons who are “parties in interest” as defined in ERISA or “disqualified persons” as defined in Section 4975 of the Internal Revenue Code (collectively, “**Parties in Interest**”), unless a statutory or administrative exemption is available.

Some transactions involving the Issuer might be deemed to constitute prohibited transactions under ERISA and Section 4975 of the Internal Revenue Code with respect to a Plan that purchases Class A Notes, Class B Notes or Class C Notes if the Loans and other assets included in the Issuer are deemed to be assets of the Plan. The U.S. Department of Labor (“**DOL**”) has promulgated the DOL regulations (29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) concerning whether or not a Plan’s assets would be deemed to include an interest in the underlying assets of an entity, including a trust, for purposes of applying the general fiduciary responsibility provisions of ERISA and the prohibited transaction provisions of ERISA and Section 4975 of the Internal Revenue Code. Under the DOL regulations, generally, when a Plan acquires an “equity interest” in another entity (such as the Issuer), the underlying assets of that entity may be considered to be Plan Assets unless an exception applies. Exceptions contained in the DOL regulations and Section 3(42) of ERISA provide that Plan Assets will not include an undivided interest in each asset of an entity in which the Plan makes an equity investment if: (1) the entity is an operating company; (2) the equity investment made by the Plan is either a “publicly-offered security,” as defined in the DOL regulations, or a security issued by an investment company registered under the Investment Company Act of 1940, as amended; or (3) so-called “benefit plan investors” own less than 25% of the value of each class of equity interests issued by the entity. Under the DOL regulations, Plan Assets will be deemed to include an interest in the instrument evidencing the equity interest of a Plan as well as an interest in the underlying assets of the entity in which a Plan acquires an interest (such as the Loans and other assets included in the Issuer).

Although there is no authority directly on point, the Issuer believes that, at the date of this private placement memorandum, the Class A Notes, the Class B Notes and the Class C Notes should be treated as indebtedness without substantial equity features for purposes of the DOL regulations. The Issuer also believes that, so long as such Notes retain a rating of at least investment grade, such Notes should continue to be treated as indebtedness without substantial equity features for the purposes of the DOL regulations. There is, however, increased uncertainty regarding the characterization of debt instruments that do not carry an investment grade rating. A prospective transferee of the Class A Notes, Class B Notes or Class C Notes or any interest therein who is a Plan or is acting on behalf of a Plan, or using Plan Assets to effect such transfer or a plan subject to Similar Law or using assets of such a Plan or a plan subject to Similar Law, is required to provide written confirmation (or in the case of any Book-Entry Notes, will be deemed to have confirmed) that the acquisition, continued holding and disposition of such Notes (or beneficial interest therein) will not give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code or result in a non-exempt prohibited transaction or violation of any Similar Law.

The Class D Notes may not be purchased by a Plan or by an entity acting on behalf of a Plan or using Plan Assets or by, or with assets of, a plan subject to Similar Law.

In addition, the purchase, sale and holding of the Notes by or on behalf of a Plan could be considered to give rise to a prohibited transaction if the Depositor, the Sellers, the Indenture Trustee or any of their respective affiliates is or becomes a Party in Interest with respect to the Plan. Because the Issuer, the Depositor, the Sellers, the Performance Support Provider, the Initial Purchasers, the Servicer, the Administrator, the Back-up Servicer, the Note Registrar, the Indenture Trustee and the Owner Trustee may receive certain benefits in connection with the sale of the Notes, the purchase of the Class A Notes, the Class B Notes or the Class C Notes using Plan Assets over which any of such parties has investment authority might be deemed to be a violation of the prohibited transaction rules of ERISA or Section 4975 of the Internal Revenue Code for which no exemption may be available. Whether or not the Loans

and other assets of the Issuer were deemed to include Plan Assets, prior to making an investment in the Notes, prospective Plan investors should determine whether any of the Issuer, the Depositor, the Sellers, the Performance Support Provider, the Initial Purchasers, the Servicer, the Administrator, the Back-up Servicer, the Note Registrar, the Indenture Trustee and the Owner Trustee is a Party in Interest with respect to such Plan and, if so, whether such transaction is subject to one or more statutory or administrative exemptions. The DOL has granted certain class exemptions which provide relief from certain of the prohibited transaction provisions of ERISA and the related excise tax provisions of the Internal Revenue Code, including, but not limited to: Prohibited Transaction Class Exemption (“PTCE”) 84-14, which exempts certain transactions effected on behalf of a Plan by a “qualified professional asset manager”; PTCE 90-1, which exempts certain transactions between insurance company separate accounts and Parties in Interest; PTCE 91-38, which exempts certain transactions between bank collective investment funds and Parties in Interest; PTCE 95-60, which exempts certain transactions between insurance company general accounts and Parties in Interest; and PTCE 96-23, which exempts certain transactions effected on behalf of a Plan by an “in-house asset manager.” In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Internal Revenue Code provide a statutory exemption for certain transactions between a Plan and a non-fiduciary service provider (or affiliate) for “adequate consideration.” There can be no assurance that any DOL exemption or any statutory exemption will apply with respect to any particular Plan investment in the Notes or, even if all of the conditions specified therein were satisfied, that any exemption would apply to all prohibited transactions that may occur in connection with such investment.

As described in this private placement memorandum, the Issuer, the Depositor, the Sellers, the Initial Purchasers, the Indenture Trustee, the Owner Trustee and their respective affiliates (the “**Transaction Parties**”) may receive fees or other compensation as a result of a Plan’s or other plan’s acquisition of the Notes. Accordingly, none of the Transaction Parties are undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the acquisition of any of the Notes by any Plan or other plan.

In addition to the representations that appear on the legend of the Notes, each purchaser and transferee of the Class A Notes, Class B Notes and Class C Notes that is a Plan, including any fiduciary purchasing such Notes on behalf of a Plan (“**Plan Fiduciary**”) is deemed to represent and warrant by its acquisition of such Notes that:

- The Plan Fiduciary is independent of the Transaction Parties, and the Plan Fiduciary either:
  - is a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the “**Advisers Act**”), or similar institution that is regulated and supervised and subject to periodic examination by a state of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, or any other possession of the United States (each, a “State”) or U.S. federal agency;
  - is an insurance carrier which is qualified under the laws of more than one U.S. state to perform the services of managing, acquiring or disposing of assets of a Plan;
  - is an investment adviser registered under the Advisers Act, or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business;
  - is a broker-dealer registered under the Securities Exchange Act of 1934, as amended; or
  - holds, or has under its management or control, total assets of at least U.S. \$50 million (provided that this clause shall not be satisfied if the Plan Fiduciary an individual directing his or her own individual retirement account or plan account or relative of such individual);
- The Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to particular transactions and investment strategies, including the acquisition by the Plan of such Notes;

- The Plan Fiduciary is a “fiduciary” with respect to the Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the Plan’s acquisition of the Notes;
- None of the Transaction Parties has exercised any authority to cause the Plan to invest in such Notes or to negotiate the terms of the Plan’s investment in such Notes; and
- The Plan Fiduciary has been informed by the Transaction Parties:
  - that none of the Transaction Parties are undertaking to provide impartial investment advice or to give advice in a fiduciary capacity, and that no such entity has given investment advice or otherwise made a recommendation, in connection with the Plan’s acquisition of such Notes; and
  - of the existence and nature of the Transaction Parties’ financial interests in the Plan’s acquisition of such Notes.

Any fiduciary or other investor of Plan Assets (or assets of a governmental plan, a foreign plan or a church plan) that proposes to acquire or hold the Notes on behalf of or with Plan Assets (or assets of a governmental plan, a foreign plan or a church plan) is encouraged to consult with its counsel with respect to the application of the fiduciary responsibility provisions of ERISA and the prohibited transaction provisions of ERISA and Section 4975 of the Internal Revenue Code (and in the case of a governmental plan, a foreign plan or a church plan, any additional federal, state or local law considerations) before making the proposed investment.

The sale of the Notes (other than the Class D Notes, which may not be acquired or held by Plans) to a Plan or a plan governed by Similar Law or a sale of Notes to a governmental plan, foreign plan or church plan not subject to Similar Law is in no respect a representation by the Depositor or the Indenture Trustee that such an investment meets all relevant legal requirements with respect to investments by Plans or to a governmental plan, foreign plan or church plan generally or any particular plan, or that such an investment is appropriate for plans generally or any particular plan.

## **LEGAL INVESTMENT**

The appropriate characterization of the Notes under various legal investment restrictions, and thus the ability of investors subject to legal restrictions to purchase any Notes, are subject to significant interpretive uncertainties. If you are subject to legal investment laws and regulations or to review by regulatory authorities, you may be subject to restrictions on investing in the Notes and should consult with your own legal advisers to determine whether and to what extent that is the case. No representations are made as to the proper characterization of any Note for legal investment or other purposes or as to the ability of particular investors to purchase any Notes under applicable legal investment restrictions.

## **CREDIT RISK RETENTION**

For further information on the requirements referred to below and the corresponding risks, please refer to the risk factor entitled “*Risk Factors — Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible.*” In no event will the Indenture Trustee, Owner Trustee, Issuer Loan Trustee or Depositor Loan Trustee have any responsibility to monitor compliance with or enforce compliance with the credit risk retention requirements for asset-backed securities or other rules or regulations relating to risk retention. The Indenture Trustee, Owner Trustee, Issuer Loan Trustee and Depositor Loan Trustee will not be charged with knowledge of such rules, nor will it be liable to any Noteholder, certificateholder, the Depositor, the Servicer or any other person for violation of such rules now or hereinafter in effect.

### **U.S. Credit Risk Retention**

Pursuant to the SEC’s credit risk retention rules, 17 C.F.R. Part 246 (“**Regulation RR**”), SFC, as the sponsor, is required to retain an economic interest in the credit risk of the securitized units, either directly or through one or



more majority-owned affiliates. SFC intends to satisfy this requirement with an “eligible vertical interest” in the form of the retention by the Depositor, its wholly-owned affiliate, of an amount equal to (i) at least 5% of the initial Note Balance of each Class of the Notes and (ii) at least 5% of the Class A trust certificates issued by the Issuer on the Closing Date, which certificates represent 100% of the beneficial economic interest of the Issuer. The Depositor is required to retain its portion of the “eligible vertical interest” and may not transfer (except to SFC or another majority-owned affiliate of SFC) or hedge that interest until the latest of two years after the Closing Date, the date on which the aggregate Loan Principal Balance of the Loans is 33% or less of the aggregate Loan Principal Balance of the Loans as of the Initial Cut-Off Date, or the date on which the Aggregate Note Balance is 33% or less of the initial Aggregate Note Balance. If, however, Regulation RR ceases to be in effect or is amended, such that the 5% retention requirement or transfer and hedging restrictions described above are reduced or eliminated, then to such extent, SFC and its Affiliates may elect to transfer any retained Notes or take any other action with respect to such retained Notes as otherwise permitted by the Transaction Documents, including the transfer of a portion or all of such retained Notes to new or existing Noteholders.

The Depositor may retain more than 5% of the initial Note Balance of one or more Classes of Notes and initially will retain 100% of the Class A trust certificates. The Depositor may transfer any portion of the Notes or the Class A trust certificates retained by it that is not part of the “eligible vertical interest” to a third party.

By retaining the “eligible vertical interest,” the Depositor or another majority-owned affiliate of SFC will be a holder of 5% of the initial Note Balance of each Class of the Notes and, with respect to such retained interest, will be entitled to receive 5% of all payments of interest and principal made on each Class of the Notes and, if any Class of the Notes incurs losses, will bear 5% of those losses. In addition, the Depositor or an affiliate thereof may retain all or a portion of the remaining 95% (by initial Note Balance) of any Class of the other Notes, but the Depositor or such affiliate retains the right to sell all or a portion of such Notes at any time. The Depositor will also be a holder of at least 5% of the Class A trust certificates as part of the “eligible vertical interest.” Each Class of Notes retained by SFC as part of the “eligible vertical interest” will have the same terms as all other Notes in that Class. Notes retained by SFC will not be included for purposes of determining whether a required percentage of any Class of Notes have taken any action under the Indenture or any other Transaction Document, except in connection with any vote where all the relevant Notes required or entitled to vote are held by SFC or certain affiliates. See “*The Indenture—Direction by Noteholders*” in this private placement memorandum. For a description of the Notes, and thus of the “eligible vertical interest,” and the credit enhancement available for Notes, see “*Description of the Notes*” and “*Summary Information—Credit Enhancement*” in this private placement memorandum.

If the percentage of each Class of Notes and the Class A trust certificates retained by the Depositor as part of the “eligible vertical interest” on the Closing Date is materially different from the percentage described above, then within a reasonable time after the Closing Date, the Depositor will disclose the material difference on the Monthly Servicer Report.

### **European Credit Risk Retention**

For further information on the requirements referred to below and the corresponding risks, please refer to the risk factor entitled “*Risk Factors – Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*”.

#### *Retention Statement*

Pursuant to the European Union Risk Retention Agreement to be entered into by SFC with the Indenture Trustee (solely for the benefit of the Applicable Investors) and the Issuer on the Closing Date, SFC, as originator, will undertake that, for so long as the Notes are Outstanding:

- (i) SFC will retain a material net economic interest in the securitization described in this private placement memorandum in an amount of not less than 5% of the aggregate nominal value of the Loans, measured at the time of each acquisition of a Loan by the Depositor, in the form of a first loss tranche as described in Article 405(1)(d) of the CRR, Article 51(1)(d) of the AIFMR and Article 254(2)(d) of the Solvency II Regulation;

(ii) Such retained interest (the “**EU Retained Interest**”) will comprise the Required Overcollateralization Amount and Reserve Account Required Amount that SFC will indirectly fund and retain an exposure to through SFC’s (direct or indirect) 100% equity interest in the Depositor, which will in turn hold the Class A trust certificates issued in consideration for the Initial Loans and remitting the Reserve Account Required Amount to the Indenture Trustee for the benefit of the Noteholders;

(iii) SFC will not (and will not permit the Depositor or any of its other affiliates to) sell, hedge or otherwise mitigate its credit risk under or associated with such EU Retained Interest, except to the extent permitted in accordance with Article 405(1) of the CRR, Article 51(1) of the AIFMR and Article 254 of the Solvency II Regulation;

(iv) SFC will not change the manner in which it retains its net economic interest in the securitisation transaction except under extraordinary circumstances as permitted in accordance with Article 405(1) of the CRR, Article 51(1) of the AIFMR and Article 254 of the Solvency II Regulation;

(v) SFC will provide (or cause the Servicer to provide) ongoing confirmation of SFC’s continued compliance with the obligations described in (i) through (iii) above (A) in or concurrently with the delivery of each Monthly Servicer Report, (B) promptly after the occurrence of any Event of Default or Early Amortization Event, and (C) from time to time promptly following written request by the Indenture Trustee (on behalf of any Noteholder or Noteholders) in connection with any material change in the performance of the Loans or the Transaction or any material breach of the Transaction Documents;

(vi) SFC will promptly notify the Indenture Trustee and the Noteholders of any violation of SFC’s commitment to retain the EU Retained Interest or any change to the manner in which the EU Retained Interest is held; and

(vii) SFC will provide (or cause the Servicer or the other Sellers to provide), promptly after written request by the Indenture Trustee on behalf of any Noteholder or Noteholders from time to time, such further information as the Indenture Trustee or any Noteholder may reasonably request in order to enable compliance by any Affected Investor with any EU Retention Rules, to the extent that such information is in the possession or control of SFC, the Servicer or the other Sellers and that SFC (or the Servicer or the Sellers as applicable) can provide such information without breaching applicable confidentiality laws or contractual obligations binding on them.

Although SFC does not make any representation as to whether SFC’s EU Retained Interest will in fact constitute a material net economic interest in the securitization described in this private placement memorandum in accordance with Article 405(1)(d) of the CRR and the corresponding provisions in the AIFMR and the Solvency II Regulation, SFC’s EU Retained Interest is intended to qualify as retention by an “originator” as defined under Article 4(1)(13)(a) of the CRR, on the basis of SFC being indirectly involved in the origination of the Loans that have been (or will be) extended to borrowers directly by the Sellers and other affiliated Springleaf entities, and SFC will be holding the EU Retained Interest on the basis of being an originator that has established and is managing the Transaction pursuant to Article 3(4) of Commission Delegated Regulation (EU) No 625/2014.

#### *Disclosure to Affected Investors*

As to the information made available to prospective Affected Investors, reference is made to the information set out herein and forming part of this private placement memorandum and, after the Closing Date, to the Monthly Servicer Reports.

#### *Investors to Assess Compliance*

Each Affected Investor considering an investment in the Notes must independently assess and determine whether the commitment by SFC to hold the EU Retained Interest described in this private placement memorandum and the other information contained in this private placement memorandum and in the Monthly Servicer Reports or provided from time to time pursuant to the Transaction Documents is sufficient for the purposes of complying with

the EU Retention Rules, and none of SFC, the Sellers, the Depositor, the Issuer or any of the Initial Purchasers nor any other party to the Transaction makes any representation or provides any assurance to the effect that the information described above or in this private placement memorandum is sufficient in all circumstances for such purposes or that SFC's compliance with the agreements and undertakings in respect of the EU Retained Interest and described above satisfies the EU Retention Rules or any other applicable legal, regulatory or other requirements. Affected Investors considering an investment in the Notes should consult with their own legal and regulatory advisors.

### UNITED KINGDOM SELLING RESTRICTIONS

Each Initial Purchaser has represented and agreed in the Note Purchase Agreement that:

- (a) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (“**FSMA**”) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Depositor; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

### EUROPEAN ECONOMIC AREA SELLING RESTRICTIONS

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Initial Purchaser has represented and agreed in the Note Purchase Agreement that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State, it has not made and will not make an offer of the Notes which are the subject of the offering contemplated by this private placement memorandum to the public in that Relevant Member State other than:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Initial Purchaser or Initial Purchasers nominated by the Issuer for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

*provided* that no such offer of Notes shall require the Issuer, the Depositor or any of the Initial Purchasers to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of the Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measure in the Relevant Member State.

### ACCOUNTING CONSIDERATIONS

Various factors may influence the accounting treatment applicable to an investor's acquisition and holding of asset backed securities. Accounting standards, and the application and interpretation of such standards, are subject to change from time to time. Investors are encouraged to consult their own accountants for advice as to the appropriate accounting treatment for the Notes.

## USE OF PROCEEDS

The Depositor will apply the net proceeds of the sale of the Notes to the purchase price of the initial Loans transferred to the Issuer on the Closing Date and to fund the Reserve Account with the Reserve Account Required Amount. See “*Method of Distribution*” in this private placement memorandum.

## LEGAL MATTERS

The legality of the Notes and certain tax matters will be passed upon for SFC, Sellers, the Depositor and the Issuer by Sidley Austin LLP. Certain legal matters relating to the issuance of the Notes will be passed upon for the Initial Purchasers by Mayer Brown LLP.

## METHOD OF DISTRIBUTION

The Notes may only be offered (i) in the United States to Qualified Institutional Buyers and (ii) in the case of the Notes other than the Class D Notes, outside of the United States to Non-U.S. Persons in compliance with Regulation S under the Securities Act. Such investors will be required to make or will be deemed to make certain representations with respect to their ability to invest in the Notes. The Notes have not, and will not be, registered under the Securities Act or any state securities laws, and neither the Issuer nor any other person is required to so register or qualify the Notes or to provide registration rights to any investor therein.

Subject to the terms and conditions set forth in a certain note purchase agreement (the “**Note Purchase Agreement**”), dated on or before the Closing Date, among the Depositor, SFC and the Initial Purchasers, the Initial Purchasers may purchase all, a portion of or none of the Notes from the Depositor on the Closing Date. The Depositor will retain or may convey to an affiliate of the Depositor any of the Notes that are not purchased by the Initial Purchasers. The Initial Purchasers intend to offer the Notes to prospective investors from time to time.

The Notes are being purchased when, as and if delivered to and accepted by the Initial Purchasers, and subject to prior sale and to the right of the Initial Purchasers to reject any orders in whole or in part. The Initial Purchasers may withdraw, cancel or modify the offering of the Notes without notice. Sales of the Notes may be effected from time to time in one or more negotiated transactions or otherwise at varying prices to be determined at the time of sale. The Initial Purchasers may effect such transactions by selling the Notes to or through sub-agents, and such sub-agents may receive compensation in the form of discounts, concessions or commissions from the Initial Purchasers.

In connection with the sale of the Notes, the Initial Purchasers may be deemed to have received compensation in the form of discounts, concessions or commissions from the Depositor. Proceeds from the sale of the Notes will be equal to the aggregate purchase price paid by the Initial Purchasers. The Note Purchase Agreement provides that the Depositor and SFC will indemnify the Initial Purchasers against certain liabilities, including liabilities under the Securities Act, or contribute to payments required to be made in respect thereof.

There currently is no secondary market for the Notes, and there can be no assurance that such a market will develop or, if it does develop, that it will continue or will provide investors with a sufficient level of liquidity of investment. While the Initial Purchasers may make a secondary market in the Notes, they may discontinue or limit such activities at any time. In addition, the liquidity of the Notes may be affected by present uncertainties and future unfavorable developments concerning legal investment. Consequently, investors should be aware that they may be required to bear the financial risks of an investment in the Notes for an indefinite period of time.

The Initial Purchasers may engage in over-allotment transactions, stabilizing transactions, syndicate covering transactions and penalty bids with respect to the Notes in accordance with Regulation M under the Exchange Act. Over-allotment transactions involve syndicate sales in excess of the offering size, which creates a syndicate short position. Stabilizing transactions permit bids to purchase the Notes so long as the stabilizing bids do not exceed a specified maximum. Syndicate covering transactions involve purchases of the Notes in the open market after the distribution has been completed in order to cover syndicate short positions. Penalty bids permit the Initial Purchasers to reclaim a selling concession from a syndicate member when the Notes originally sold by such syndicate member are purchased in a syndicate covering transaction. Such over-allotment transactions, stabilizing transactions, syndicate

covering transactions and penalty bids may cause the prices of the Notes to be higher than they would otherwise be in the absence of such transactions. None of the Depositor, the Issuer or the Initial Purchasers represent that the Initial Purchasers will engage in any such transactions or that such transactions, once commenced, will not be discontinued without notice at any time.

The Initial Purchasers and their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The Initial Purchasers and their affiliates from time to time have provided, or in the future may provide, various investment and commercial banking and financial advisory services to SFC and its affiliates and subsidiaries (including the Issuer), for which they have received, or in the future will receive, customary fees and commissions and they expect to provide these services to SFC and its affiliates and subsidiaries (including the Issuer) in the future, for which they expect to receive customary fees and commissions. In addition, affiliates of the Initial Purchasers from time to time have acted, or in the future may act, as agents and lenders to SFC and its affiliates and subsidiaries (including the Issuer) under their respective credit facilities and other asset based and asset backed financing arrangements, or as trustee under the indentures governing their respective senior notes, for which services they have received, or in the future will receive, customary compensation.

In the ordinary course of their various business activities, the Initial Purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of OneMain. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

#### **RESTRICTIONS ON TRANSFER**

The following information relates to the form, transfer and delivery of the Notes. Because of the following restrictions, purchasers of the Notes are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes. Purchasers of the Notes are advised that the Notes are not transferable at any time except in accordance with the following restrictions.

The Class A Notes, the Class B Notes, the Class C Notes and the Class D will be issued as Book-Entry Notes represented by one or more notes in fully-registered, global form, without interest coupons (each, a “**Rule 144A Global Note**”) for sale/resale to QIBs in reliance on Rule 144A. The Class A Notes, the Class B Notes and the Class C Notes offered and sold outside the United States in reliance on Regulation S will be issued in the form of one or more fully-registered Regulation S temporary global notes, without interest coupons (each, a “**Temporary Regulation S Global Note**”). The Class D Notes may not be sold outside the United States in reliance on Regulation S. Beneficial interests in each Temporary Regulation S Global Note will be exchanged for beneficial interests in a fully registered permanent Regulation S global note, without interest coupons (each, a “**Permanent Regulation S Global Note**” and together with each Temporary Regulation S Global Note, the “**Regulation S Global Notes**”) upon the expiration of the Distribution Compliance Period (as defined below) and *provided* that the applicable transferee is deemed to have represented and warranted that it is not a “U.S. person” (as defined in Regulation S) and such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S and all other applicable securities laws. The Regulation S Global Notes together with the Rule 144A Global Notes are referred to herein as the “**Global Notes**.”

The Global Notes will be deposited upon issuance with a custodian for DTC in New York, New York and registered in the name of Cede, as nominee of DTC, in each case for credit to an account of a direct or indirect participant in DTC as described below. Through and including the 40th day after the later of the beginning of the offering to persons other than distributors in reliance upon Regulation S or the Closing Date (that period through and including that 40th day, the “**Distribution Compliance Period**”), beneficial interests in the Regulation S Global Notes may be held only through the Euroclear and Clearstream (as Indirect Participants in DTC) unless transferred to a person that takes delivery through an interest in a Rule 144A Global Note in accordance with the certification requirements described below. Beneficial interests in a Rule 144A Global Note may not be exchanged for beneficial interests in the Regulation S Global Notes at any time except under the limited circumstances described below.

Any ownership interest represented by a beneficial interest in a Rule 144A Global Note may be transferred to an entity that wishes to hold Notes in the form of an interest in a Rule 144A Global Note; *provided*, that, the applicable transferor and transferee are deemed to have represented and warranted that, among other things, such transfer is being made to a transferee that the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A.

Beneficial interests in a Regulation S Global Note may be exchanged for beneficial interests in a Rule 144A Global Note only if that exchange occurs in connection with a transfer of the note pursuant to Rule 144A and, before the expiration of the Distribution Compliance Period, the transferring Beneficial Owner is deemed to have represented and warranted that, among other things, the transfer is being made to a person who the transferring Beneficial Owner reasonably believes is a QIB within the meaning of Rule 144A, purchasing for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Beneficial interests in a Rule 144A Global Note may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note whether before or after the expiration of the Distribution Compliance Period, only if the transferring Beneficial Owner is deemed to have represented and warranted that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S and that, if that transfer occurs before the expiration of the Distribution Compliance Period, the interest transferred will be held immediately thereafter through Euroclear or Clearstream.

A holder of a beneficial interest in a Temporary Regulation S Global Note must provide Euroclear or Clearstream, as the case may be, with a certification in the form required by the Indenture certifying that the beneficial owner of the interest in that Global Note is not a “U.S. person” (as defined in Regulation S), and Euroclear or Clearstream, as the case may be, must provide to the Indenture Trustee (or a paying agent appointed by the Indenture Trustee) a certification in the form required by the Indenture, before (i) the payment of principal of, interest on or any other payment with respect to that holder’s beneficial interest in such Temporary Regulation S Global Note and (ii) any exchange of that beneficial interest for a beneficial interest in a Permanent Regulation S Global Note.

No transfer of a Class D Note or beneficial interest therein shall be effective, and any such attempted transfer shall be void *ab initio*, unless, prior to and as a condition to each such transfer, the prospective transferee (including the initial beneficial owner as initial transferee) and any subsequent transferee represents and warrants, in writing, substantially in the form of the transferee certification set forth in Exhibit B-6 to the Indenture, to the Indenture Trustee and the Note Registrar that: (A) either (I) it is not and will not become for U.S. federal income tax purposes a partnership, Subchapter S corporation or grantor trust (or a disregarded entity the single owner of which is any of the foregoing) (each such entity, a “**flow-through entity**”) or (II) if it is or becomes a flow-through entity, then (x) none of the direct or indirect beneficial owners of any of the interests in such flow-through entity has or ever will have more than 50% of the value of its interest in such flow-through entity attributable to the beneficial interest of such flow-through entity in the Notes, other interest (direct or indirect) in the Issuer, or any interest created under the Indenture and (y) it is not and will not be a principal purpose of the arrangement involving the flow-through entity’s beneficial interest in any Class D Note to permit any partnership to satisfy the 100 partner limitation of Section 1.7704-1(h)(1)(ii) of the Treasury Regulations necessary for such partnership not to be classified as a publicly traded partnership under the Internal Revenue Code, (B) it is not acquiring any Class D Note or beneficial interest therein, it will not sell, transfer, assign, participate, pledge or otherwise dispose of any Class D Note(s) or beneficial interest therein, as applicable, and it will not cause any Class D Note(s) or beneficial interests therein, as applicable, to be marketed, in each case on or through an “established securities market” within the meaning of Section 7704(b) of the Internal Revenue Code, including, without limitation, an interdealer quotation system that regularly disseminates firm buy or sell quotations, (C) its beneficial interest in the Class D Notes is not and will not be in an amount that is less than the minimum denomination for such Class D Note set forth in the Indenture, and it does not and will not hold any interest on behalf of any person whose beneficial interest in a Class D Note is in an amount that is less than the minimum denomination for the Class D Notes set forth in the Indenture, (D) it will not sell, assign, transfer, pledge or otherwise dispose of any Class D Note or beneficial interest therein, or enter into any financial instrument or contract the value of which is determined by reference in whole or in part to any Class D Note or beneficial interest therein, in each case if the effect of doing so would be that the beneficial interest of any person in the Class D Note would be in an amount that is less than the minimum denomination for the Class D Notes set forth in the Indenture, (E) it will not use any Class D Note as collateral for the issuance of any securities that could cause

the Issuer to be treated as an association or publicly traded partnership taxable as corporation for U.S. federal income tax purposes and (F) it will not transfer a Class D Note or any beneficial interest therein (directly, through a participation, or otherwise) unless, prior to the transfer, the transferee shall have executed and delivered to the Indenture Trustee and the Note Registrar a transferee certification substantially in the form of Exhibit B-6 to the Indenture. Notwithstanding the foregoing, a transferee may pledge a Class D Note or any beneficial interest therein if doing so will not result in any person (other than the transferee) being treated for U.S. federal income tax purposes as the owner of all or any portion of a Class D Note or beneficial interest therein.

Each purchaser of a Note that represents a beneficial interest in a Global Note will be deemed to have represented and agreed, and each purchaser of a definitive note will be required to certify to the Indenture Trustee and Note Registrar in writing, among other things to be set forth in the Indenture, that:

(a) (1) the purchaser is a QIB and is acquiring such Note for its own account or as a fiduciary or agent for others (which others also must be QIBs) for investment purposes and not for distribution in violation of the Securities Act, and it is able to bear the economic risk of an investment in the Notes and has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing the Notes, or (2) solely in the case of Class A Notes, Class B Notes and Class C Notes, the purchaser is not a “U.S. person” (as defined in Regulation S) (and is not purchasing for the account or benefit of a “U.S. person” as defined in Regulation S), is outside the United States, and is acquiring the Notes pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S;

(b) the purchaser understands that such Note is being offered only in a transaction that does not require registration under the Securities Act and, if such purchaser decides to resell, pledge or otherwise transfer such Notes, then it agrees that it will resell, pledge or transfer such Notes only (1) so long as such Note are eligible for resale pursuant to Rule 144A, to a person who the seller reasonably believes is a QIB acquiring such Note for its own account or as a fiduciary or agent for others (which others must also be QIBs) to whom notice is given that the resale or other transfer is being made in reliance on Rule 144A or (2) solely in the case of Class A Notes, Class B Notes and Class C Notes, to a purchaser who is not a “U.S. person” (as defined in Regulation S) (and is not purchasing for the account or benefit of a “U.S. person” as defined in Regulation S), is outside the United States, and is acquiring the Notes pursuant to an exemption from registration under the Securities Act in accordance with Rule 903 or Rule 904 of Regulation S, and, in each case, in accordance with any applicable United States state securities or “Blue Sky” laws or any securities laws of any other jurisdiction;

(c) unless the relevant legend set out below has been removed from the relevant Note, the purchaser shall notify each transferee of the Notes that (1) such Note has not been registered under the Securities Act, (2) the holder of such Note is subject to the restrictions on the resale or other transfer thereof described in paragraph (b) above, and (3) such transferee shall be deemed to have represented (i) as to its status as a QIB purchasing the Notes in reliance on Rule 144A or, solely in the case of Class A Notes, Class B Notes and Class C Notes, as not a “U.S. person” (as defined in Regulation S) (and as to it not purchasing for the account or benefit of a “U.S. person” as defined in Regulation S) and as outside the United States, acquiring the Notes pursuant to an exemption from registration under the Securities Act in accordance with Rule 903 or Rule 904 of Regulation S, as the case may be, (ii) if such transferee is a QIB, that such transferee is acquiring the Notes for its own account or as a fiduciary or agent for others (which others also must be QIBs) and (iii) that such transferee shall be deemed to have agreed to notify its subsequent transferees as to the foregoing;

(d) in the case of the Class D Notes, (A) either (I) it is not and will not become for U.S. federal income tax purposes a partnership, Subchapter S corporation or grantor trust (or a disregarded entity the single owner of which is any of the foregoing) (each such entity, a “**flow-through entity**”) or (II) if it is or becomes a flow-through entity, then (x) none of the direct or indirect beneficial owners of any of the interests in such flow-through entity has or ever will have more than 50% of the value of its interest in such flow-through entity attributable to the beneficial interest of such flow-through entity in the Notes, other interest (direct or indirect) in the Issuer, or any interest created under the Indenture and (y) it is not and will not be a principal purpose of the arrangement involving the flow-through entity’s beneficial interest in the Notes to permit any partnership to satisfy the 100 partner limitation of Section 1.7704-1(h)(1)(ii) of the Treasury Regulations necessary for such partnership not to be classified as a publicly traded partnership under the

Internal Revenue Code, (B) it is not acquiring any Note or beneficial interest therein, it will not sell, transfer, assign, participate, pledge or otherwise dispose of any Note(s) or beneficial interest therein, and it will not cause any Note(s) or beneficial interests therein to be marketed, in each case on or through an “established securities market” within the meaning of Section 7704(b) of the Internal Revenue Code, including, without limitation, an interdealer quotation system that regularly disseminates firm buy or sell quotations, (C) its beneficial interest in the Notes is not and will not be in an amount that is less than the minimum denomination for such Note set forth in the Indenture, and it does not and will not hold any interest on behalf of any person whose beneficial interest in a Note is in an amount that is less than the minimum denomination for the Notes set forth in the Indenture, (D) it will not sell, assign, transfer, pledge or otherwise dispose of any Note or beneficial interest therein, or enter into any financial instrument or contract the value of which is determined by reference in whole or in part to any Note or beneficial interest therein, in each case if the effect of doing so would be that the beneficial interest of any person in such Note would be in an amount that is less than the minimum denomination for the Notes set forth in the Indenture, (E) it will not use any Note as collateral for the issuance of any securities that could cause the Issuer to be treated as an association or publicly traded partnership taxable as corporation for U.S. federal income tax purposes and (F) it will not transfer a Class D Note or any beneficial interest therein (directly, through a participation, or otherwise) unless, prior to the transfer, the transferee shall have executed and delivered to the Indenture Trustee and the Note Registrar a transferee certification substantially in the form of Exhibit B-6 to the Indenture; *provided, however*, that, notwithstanding the foregoing representations and warranties, it may pledge a Note or any beneficial interest therein if doing so will not result in any person (other than the purchaser) being treated for U.S. federal income tax purposes as the owner of all or any portion of a Note or beneficial interest therein;

(e) such purchaser, and each person for which it is acting, understands that any sale or transfer to a person that does not comply with the requirements set forth herein will be null and void *ab initio*;

(f) either (x) the purchaser is not and is not acting on behalf or using the assets of (1) an “employee benefit plan,” as defined in Section 3(3) of ERISA, that is subject to Title I of ERISA, (2) a “plan,” as defined in Section 4975(e)(1) of the Internal Revenue Code, that is subject to Section 4975 of the Internal Revenue Code, (3) an entity whose underlying assets include “plan assets” by reason of such employee benefit plan’s or plan’s investment in the entity (within the meaning of Department of Labor Regulation 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA), or (4) any governmental, church, non-U.S. or other plan that is subject to Similar Law or an entity whose underlying assets include assets of any such plan; or (y)(i) the purchaser is acquiring Class A Notes, Class B Notes or Class C Notes, (ii) the acquisition, continued holding and disposition of such Notes (or any interest therein) will not give rise to a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Internal Revenue Code or result in a non-exempt prohibited transaction or violation of any Similar Law and (iii) certain other requirements are satisfied, if applicable, as set forth in the Indenture;

(g) each purchaser of Notes, by its acceptance of a Note (or interest herein) represents that it has, independently and without reliance upon the Indenture Trustee, and based on such documents and information as it has deemed appropriate, made its own investment decision in respect of such Note. Each purchaser of Notes also represents that it will, independently and without reliance upon the Indenture Trustee, and based on such documents and information as it shall deem appropriate at the time, continue to make its own decision in taking or not taking action under the Indenture and in connection with the Notes except for notices, reports and other documents expressly required to be furnished to the holders of Notes by the Indenture, the Indenture Trustee shall not have any duty or responsibility to provide any Noteholder with any other information concerning the transactions contemplated hereby, the Trust Estate, the Issuer, the Servicer, or any other parties to the Indenture or to any related documents which may come into the possession of the Indenture Trustee or any of its officers, directors, employees, agents, representatives or attorneys-in-fact; and

(h) the purchaser understands that each Note will bear the following legend, with (A) the italicized language in brackets to be included only in the Class A Notes, the Class B Notes and the Class C Notes, (B) the underscored language in brackets to be included only in the Class A Notes, Class B Notes and Class C Notes that are Regulation S Notes, (C) the italicized and underscored language in brackets to be included only in the Class A Notes, the Class B Notes and the Class C Notes, (D) the bolded language in brackets to be included only in the Class D Notes and (E) the footnoted language in brackets to be included only as



designated in the applicable footnote, unless, in any case, determined otherwise in accordance with applicable law:

“THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), ANY UNITED STATES STATE SECURITIES OR “BLUE SKY” LAWS OR ANY SECURITIES LAWS OF ANY OTHER JURISDICTION, AND, AS A MATTER OF U.S. LAW, MAY NOT BE OFFERED OR SOLD IN VIOLATION OF THE SECURITIES ACT OR SUCH OTHER LAWS. THE HOLDER HEREOF, BY PURCHASING OR ACCEPTING THIS NOTE, IS HEREBY DEEMED TO HAVE AGREED FOR THE BENEFIT OF THE ISSUER AND THE INITIAL PURCHASERS THAT IT WILL RESELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE, AS A MATTER OF U.S. LAW, ONLY [(1)] SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE, PURSUANT TO RULE 144A PROMULGATED UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER, AS DEFINED IN RULE 144A (A “QUALIFIED INSTITUTIONAL BUYER”), THAT IS ACQUIRING THIS NOTE FOR ITS OWN ACCOUNT OR AS A FIDUCIARY OR AGENT FOR OTHERS (WHICH OTHERS MUST ALSO BE QUALIFIED INSTITUTIONAL BUYERS) TO WHOM NOTICE IS GIVEN THAT THE RESALE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A[, OR (2) TO A PERSON WHO IS NOT A “U.S. PERSON” (AS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT (“REGULATION S”)) OUTSIDE THE UNITED STATES ACQUIRING THIS NOTE IN ACCORDANCE WITH RULE 903 OR RULE 904 UNDER REGULATION S, IN EACH CASE IN ACCORDANCE WITH ANY UNITED STATES STATE SECURITIES OR “BLUE SKY” LAWS OR ANY SECURITIES LAWS OF ANY OTHER JURISDICTION].

[THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), ANY UNITED STATES STATE SECURITIES OR “BLUE SKY” LAWS OR ANY SECURITIES LAWS OF ANY OTHER JURISDICTION, AND, AS A MATTER OF U.S. LAW, PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING OF THE NOTES AND THE CLOSING OF THE OFFERING OF THE NOTES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO A “U.S. PERSON” (AS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN ACCORDANCE WITH RULE 903 OR 904 UNDER REGULATION S PROMULGATED UNDER THE SECURITIES ACT AND PURSUANT TO AND IN ACCORDANCE WITH ANY UNITED STATES STATE SECURITIES OR “BLUE SKY” LAWS OR ANY SECURITIES LAWS OF ANY OTHER JURISDICTION.]

THIS NOTE, AND ANY BENEFICIAL INTEREST HEREIN, MAY BE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF [\$100,000]<sup>1</sup> [\$750,000]<sup>2</sup> AND \$1,000 INCREMENTS IN EXCESS THEREOF.

EACH NOTEHOLDER OR BENEFICIAL OWNER, BY ACCEPTANCE OF THIS NOTE, OR, IN THE CASE OF A BENEFICIAL OWNER, A BENEFICIAL INTEREST IN THIS NOTE, WILL BE DEEMED TO REPRESENT AND WARRANT THAT [EITHER (I)] IT IS NOT AND IS NOT ACTING ON BEHALF OF, OR USING THE ASSETS OF (A) AN “EMPLOYEE BENEFIT PLAN,” AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), THAT IS SUBJECT TO TITLE I OF ERISA, (B) A “PLAN,” AS DEFINED IN SECTION 4975(e)(1) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “INTERNAL REVENUE CODE”), THAT IS SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE, (C) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE “PLAN ASSETS” BY REASON OF SUCH EMPLOYEE BENEFIT PLAN’S OR PLAN’S INVESTMENT IN THE ENTITY (WITHIN THE MEANING OF DEPARTMENT OF LABOR REGULATION 29 C.F.R. 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA) OR (D) ANY GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN THAT IS SUBJECT TO ANY NON-U.S., FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE INTERNAL REVENUE CODE (“SIMILAR LAW”) OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE ASSETS OF ANY SUCH PLAN [OR (II)(A) ITS ACQUISITION, CONTINUED HOLDING, AND

<sup>1</sup> To be included only in the Class A Notes, the Class B Notes and the Class C Notes.

<sup>2</sup> To be included only in the Class D Notes.

DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT GIVE RISE TO A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE INTERNAL REVENUE CODE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION OR VIOLATION OF ANY SIMILAR LAW AND (B) CERTAIN OTHER REQUIREMENTS ARE SATISFIED, IF APPLICABLE, AS SET FORTH IN THE INDENTURE].

[EXCEPT AS SET FORTH IN SECTION 2.05 OF THE INDENTURE, NO TRANSFER OF A CLASS D NOTE OR BENEFICIAL INTEREST THEREIN SHALL BE EFFECTIVE, AND ANY SUCH ATTEMPTED TRANSFER SHALL BE VOID AB INITIO, UNLESS, PRIOR TO AND AS A CONDITION TO EACH SUCH TRANSFER, THE PROSPECTIVE TRANSFEREE (INCLUDING THE INITIAL BENEFICIAL OWNER AS INITIAL TRANSFEREE) AND ANY SUBSEQUENT TRANSFEREE REPRESENTS AND WARRANTS, IN WRITING, SUBSTANTIALLY IN THE FORM OF THE TRANSFEREE CERTIFICATION SET FORTH IN EXHIBIT B-6 TO THE INDENTURE, TO THE INDENTURE TRUSTEE AND THE NOTE REGISTRAR, AND ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THAT: (A) EITHER (I) IT IS NOT AND WILL NOT BECOME FOR U.S. FEDERAL INCOME TAX PURPOSES A PARTNERSHIP, SUBCHAPTER S CORPORATION OR GRANTOR TRUST (OR A DISREGARDED ENTITY THE SINGLE OWNER OF WHICH IS ANY OF THE FOREGOING) (EACH SUCH ENTITY, A “FLOW-THROUGH ENTITY”) OR (II) IF IT IS OR BECOMES A FLOW-THROUGH ENTITY, THEN (X) NONE OF THE DIRECT OR INDIRECT BENEFICIAL OWNERS OF ANY OF THE INTERESTS IN SUCH FLOW-THROUGH ENTITY HAS OR EVER WILL HAVE MORE THAN 50% OF THE VALUE OF ITS INTEREST IN SUCH FLOW-THROUGH ENTITY ATTRIBUTABLE TO THE BENEFICIAL INTEREST OF SUCH FLOW-THROUGH ENTITY IN THE NOTES, OTHER INTEREST (DIRECT OR INDIRECT) IN THE ISSUER, OR ANY INTEREST CREATED UNDER THE INDENTURE AND (Y) IT IS NOT AND WILL NOT BE A PRINCIPAL PURPOSE OF THE ARRANGEMENT INVOLVING THE FLOW-THROUGH ENTITY’S BENEFICIAL INTEREST IN ANY CLASS D NOTE TO PERMIT ANY PARTNERSHIP TO SATISFY THE 100 PARTNER LIMITATION OF SECTION 1.7704-1(h)(1)(ii) OF THE TREASURY REGULATIONS NECESSARY FOR SUCH PARTNERSHIP NOT TO BE CLASSIFIED AS A PUBLICLY TRADED PARTNERSHIP UNDER THE INTERNAL REVENUE CODE, (B) IT IS NOT ACQUIRING ANY CLASS D NOTE OR BENEFICIAL INTEREST THEREIN, IT WILL NOT SELL, TRANSFER, ASSIGN, PARTICIPATE, PLEDGE OR OTHERWISE DISPOSE OF ANY CLASS D NOTE(S) OR BENEFICIAL INTEREST THEREIN, AND IT WILL NOT CAUSE ANY CLASS D NOTE(S) OR BENEFICIAL INTEREST THEREIN TO BE MARKETED, IN EACH CASE ON OR THROUGH AN “ESTABLISHED SECURITIES MARKET” WITHIN THE MEANING OF SECTION 7704(b) OF THE INTERNAL REVENUE CODE, INCLUDING, WITHOUT LIMITATION, AN INTERDEALER QUOTATION SYSTEM THAT REGULARLY DISSEMINATES FIRM BUY OR SELL QUOTATIONS, (C) ITS BENEFICIAL INTEREST IN THE CLASS D NOTES IS NOT AND WILL NOT BE IN AN AMOUNT THAT IS LESS THAN THE MINIMUM DENOMINATION FOR SUCH CLASS D NOTE SET FORTH IN THE INDENTURE, AND IT DOES NOT AND WILL NOT HOLD ANY INTEREST ON BEHALF OF ANY PERSON WHOSE BENEFICIAL INTEREST IN A CLASS D NOTE IS IN AN AMOUNT THAT IS LESS THAN THE MINIMUM DENOMINATION FOR THE CLASS D NOTES SET FORTH IN THE INDENTURE, (D) IT WILL NOT SELL, ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF ANY CLASS D NOTE OR ANY BENEFICIAL INTEREST THEREIN, OR ENTER INTO ANY FINANCIAL INSTRUMENT OR CONTRACT THE VALUE OF WHICH IS DETERMINED BY REFERENCE IN WHOLE OR IN PART TO ANY CLASS D NOTE OR BENEFICIAL INTEREST THEREIN, IN EACH CASE IF THE EFFECT OF DOING SO WOULD BE THAT THE BENEFICIAL INTEREST OF ANY PERSON IN THE CLASS D NOTE WOULD BE IN AN AMOUNT THAT IS LESS THAN THE MINIMUM DENOMINATION FOR THE CLASS D NOTES SET FORTH IN THE INDENTURE, (E) IT WILL NOT USE ANY CLASS D NOTE AS COLLATERAL FOR THE ISSUANCE OF ANY SECURITIES THAT COULD CAUSE THE ISSUER TO BE TREATED AS AN ASSOCIATION OR PUBLICLY TRADED PARTNERSHIP TAXABLE AS CORPORATION FOR U.S. FEDERAL INCOME TAX PURPOSES, AND (F) IT WILL NOT TRANSFER A CLASS D NOTE OR ANY BENEFICIAL INTEREST THEREIN (DIRECTLY, THROUGH A PARTICIPATION, OR OTHERWISE) UNLESS, PRIOR TO THE TRANSFER, THE TRANSFEREE SHALL HAVE EXECUTED AND DELIVERED TO THE INDENTURE TRUSTEE AND THE NOTE REGISTRAR A TRANSFEREE CERTIFICATION SUBSTANTIALLY IN THE FORM OF EXHIBIT B-6 TO THE INDENTURE. NOTWITHSTANDING THE FOREGOING, A TRANSFEREE MAY PLEDGE A

**CLASS D NOTE OR ANY BENEFICIAL INTEREST THEREIN IF DOING SO WILL NOT RESULT IN ANY PERSON (OTHER THAN THE TRANSFEREE) BEING TREATED FOR U.S. FEDERAL INCOME TAX PURPOSES AS THE OWNER OF ALL OR ANY PORTION OF A CLASS D NOTE OR BENEFICIAL INTEREST THEREIN.]**

THIS NOTE AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES UNDERTAKEN OR REPRESENTED BY THE HOLDER, FOR RESALES AND OTHER TRANSFERS OF THIS NOTE, TO REFLECT ANY CHANGE IN, OR TO MAKE USE OF OTHER, APPLICABLE LAWS OR REGULATIONS (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE AND ANY BENEFICIAL OWNER OF ANY INTEREST THEREIN SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF OR THEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS NOTE AND ANY NOTES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON) AND AGREES TO TRANSFER THIS NOTE ONLY IN ACCORDANCE WITH SUCH RELATED DOCUMENTATION AS SO AMENDED OR SUPPLEMENTED AND IN ACCORDANCE WITH APPLICABLE LAW IN EFFECT AT THE DATE OF SUCH TRANSFER.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE INDENTURE TRUSTEE OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE MAY BE REDUCED FROM TIME TO TIME BY DISTRIBUTIONS ON THIS NOTE ALLOCABLE TO PRINCIPAL. ACCORDINGLY, FOLLOWING THE INITIAL ISSUANCE OF THIS NOTE, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE MAY BE DIFFERENT FROM THE INITIAL PRINCIPAL AMOUNT SHOWN BELOW. ANYONE ACQUIRING THIS NOTE MAY ASCERTAIN THE CURRENT OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE BY INQUIRY OF THE INDENTURE TRUSTEE. ON THE DATE OF THE INITIAL ISSUANCE OF THIS NOTE, THE INDENTURE TRUSTEE IS WELLS FARGO BANK, NATIONAL ASSOCIATION.

THIS NOTE IS NOT AN OBLIGATION OF, AND IS NOT INSURED OR GUARANTEED BY, ANY GOVERNMENTAL AGENCY, SPRINGLEAF FINANCE CORPORATION, SPRINGLEAF FUNDING I, LLC, ANY TRUSTEE OR ANY AFFILIATE OF ANY OF THE FOREGOING.

THE HOLDER OF THIS NOTE, BY ACCEPTANCE OF THIS NOTE, AND EACH OWNER OF A BENEFICIAL INTEREST HEREIN, AGREES TO TREAT THE NOTES AS INDEBTEDNESS FOR APPLICABLE UNITED STATES FEDERAL, STATE, AND LOCAL INCOME AND FRANCHISE TAX LAW AND FOR PURPOSES OF ANY OTHER TAX IMPOSED ON, OR MEASURED BY, INCOME.”

Upon the transfer, exchange or replacement of a Rule 144A Note or a Regulation S Note bearing the legend set forth above, or upon specific request for removal of the legend, the Indenture Trustee will deliver only replacement Rule 144A Notes or Regulation S Notes, as the case may be, that bear such legend, or will refuse to remove such legend, unless there is delivered to the Issuer, the Indenture Trustee and the Note Registrar such satisfactory evidence (which may include a legal opinion) as may reasonably be required by the Issuer, the Indenture Trustee and the Note Registrar that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Transfers of interests in the Notes represented by Global Notes within the European clearing systems will be in accordance with the usual rules and operating procedures of the relevant European clearing system.

The laws of some states of the United States require that certain persons receive individual certificates in respect of their holding of Notes. Consequently, the ability to transfer interests in a Global Note to such persons will be limited. Because the European clearing systems only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Global Note to pledge such interest to persons or entities which do not participate in the relevant European clearing system, or otherwise take actions in respect of such interest, may be affected by the lack of a definitive note representing such interest.

Although each of the European clearing systems has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants and account holders of Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Indenture Trustee or the Note Registrar will have any responsibility for the performance by any European clearing system or their respective direct or indirect participants or account holders of their respective obligations under the rules and procedures governing their respective operations.

## RATINGS

It is a condition of the issuance of the Notes that they receive at least the ratings set forth in the Notes Table. The ratings reflect the assessment of each Rating Agency, based on various prepayment and loss assumptions, of the likelihood of the ultimate payment of principal and the timely payment of interest on the Notes. The ratings address structural, legal and issuer related aspects associated with the Notes, including the nature of the Loans. While the ratings address the likelihood of receipt by holders of the ultimate payment of principal and the timely payment of interest due on the Notes, such ratings do not represent any assessment of any interest shortfalls resulting from prepayments, the timing of receipt by holders of the principal due on the Notes or the corresponding effect on yield to investors.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating organization. Each security rating should be evaluated independently of any other security rating. In the event that any of the ratings initially assigned to the Notes are subsequently lowered for any reason, no person or entity is obligated to provide any additional credit support or credit enhancement with respect to the Notes.

The Issuer has not requested that any rating agency rate the Notes other than the Rating Agencies. If another rating agency were to rate the Notes, such rating agency may assign ratings different from the ratings described above.

## INVESTMENT COMPANY ACT CONSIDERATIONS

The Issuer will be relying on an exclusion or exemption under the Investment Company Act contained in Rule 3a-7 of the Investment Company Act, although there may be additional exclusions or exemptions available to the Issuer. The Issuer is being structured so as not to constitute a “covered fund” for purposes of the regulations adopted to implement Section 619 of the Dodd-Frank Act (such statutory provision together with such implementing regulations, the “**Volcker Rule**”).

## GLOSSARY OF TERMS

“Addition Date” shall mean the effective date of the conveyance of Additional Loans, as specified in the applicable Additional Loan Assignment; *provided*, that the Addition Date with respect to any Renewal Loan originated in connection with a Renewal Loan Replacement shall be the opening of business on the date such Renewal Loan Replacement was effected.

“Additional Cut-Off Date” shall mean (a) with respect to the Loan Purchase Agreement and each Additional Loan, the Cut-Off Date specified in the related Additional Loan Assignment and (b) with respect to the Sale and Servicing Agreement and each Additional Loan, the Cut-Off Date specified in the related Additional Loan Assignment; *provided*, that with respect to the Loan Purchase Agreement or the Sale and Servicing Agreement and any Renewal Loan originated in connection with a Renewal Loan Replacement, the “Additional Cut-Off Date” shall be the opening of business on the date such Renewal Loan Replacement was effected.

“Additional Loan” shall mean (a) with respect to the Loan Purchase Agreement, each additional non-revolving personal loan (including any Renewal Loan) that is sold to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor pursuant to the Loan Purchase Agreement and (b) otherwise, each additional non-revolving personal loan (including any Renewal Loan) that is acquired by the Issuer and the Issuer Loan Trustee for the benefit of the Issuer pursuant to the Sale and Servicing Agreement.

“Additional Loan Assignment” shall mean (a) with respect to the Loan Purchase Agreement, a written assignment substantially in the applicable form attached to the Loan Purchase Agreement pursuant to which a Seller designates and assigns Additional Loans to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor, and (b) with respect to the Sale and Servicing Agreement, a written assignment substantially in the applicable form attached to the Sale and Servicing Agreement pursuant to which the Depositor and the Depositor Loan Trustee, for the benefit of the Depositor, designate and further assign Additional Loans to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer.

“Additional Loan Assignment Schedule” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Repurchase Obligations*” in this private placement memorandum.

“Additional Loan Purchase” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Adjusted Loan Principal Balance” shall mean, with respect to any Collection Period, an amount equal to the Loan Principal Balance of all Loans in the Trust Estate, other than Charged-Off Loans and Excluded Loans, in each case, as of the close of business on the last day of such Collection Period.

“Administration Agreement” shall mean the Administration Agreement dated as of the Closing Date, among the Issuer, the Administrator, the Issuer Loan Trustee and the Depositor, as amended, restated, supplemented or otherwise modified from time to time.

“Administrator” shall mean the Person acting in such capacity from time to time pursuant to and in accordance with the Administration Agreement, which shall initially be SFC.

“Advance” shall have the meaning specified under the heading “*Description of the Notes –Servicer Advances*” in this private placement memorandum.

“Adverse Effect” shall mean, with respect to any action, that such action will (a) result in the occurrence of an Early Amortization Event or an Event of Default or (b) materially and adversely affect the amount of distributions to be made to the Noteholders for any Class pursuant to the Sale and Servicing Agreement or the Indenture.

“Advisers Act” shall have the meaning specified under the heading “*ERISA Considerations*” in this private placement memorandum.

“Affected Investor” shall have the meaning specified under the heading “*Risk Factors—Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*” in this private placement memorandum.

“Affiliate” of any specified Person shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control”, when used with respect to any specified Person, shall mean the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Aggregate Note Balance” shall mean, as of any date of determination, the sum of the aggregate Class A Note Balance, the aggregate Class B Note Balance, the aggregate Class C Note Balance and the aggregate Class D Note Balance, in each case as of such date of determination.

“AIFMR” shall have the meaning specified under the heading “*Risk Factors—Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*” in this private placement memorandum.

“Applicable Investor” means each Holder of a beneficial interest in any Note that is (i) an EEA credit institution or investment firm subject to the CRR, including any consolidated group affiliate thereof, (ii) an EEA insurer or reinsurer subject to the Solvency II Regulation or (iii) an EEA alternative investment fund manager to which the AIFMR applies.

“Assignment Agreement” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Repurchase Obligations*” in this private placement memorandum.

“Authorized Officer” shall mean:

(a) with respect to the Issuer, (i) any officer of the Owner Trustee who is authorized to act for the Owner Trustee in matters relating to the Issuer and who is identified on the list of Authorized Officers, containing the specimen signature of each such Person, delivered by the Owner Trustee to the Indenture Trustee on the Closing Date (as such list may be modified or supplemented from time to time thereafter), (ii) any officer of the Administrator who is authorized to act for the Administrator in matters relating to the Issuer and who is identified on the list of Authorized Officers (containing the specimen signatures of such officers) delivered by the Administrator to the Indenture Trustee on the Closing Date (as such list may be modified or supplemented from time to time thereafter) and (iii) any officer of the Depositor who is authorized to act for the Depositor in matters relating to the Issuer and who is identified on the list of Authorized Officers, containing the specimen signature of each such Person, delivered by the Depositor to the Indenture Trustee on the Closing Date (as such list may be modified or supplemented from time to time thereafter);

(b) with respect to the Depositor, any officer of the Depositor who is identified on the list of Authorized Officers (containing the specimen signature of each such Person) delivered by the Depositor to the Indenture Trustee on the Closing Date (as such list may be modified or supplemented from time to time thereafter);

(c) with respect to the Servicer, any President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary of the Servicer or any other officer who is authorized to act for the Servicer;

(d) with respect to a Seller, any President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary of such Seller or any other officer who is authorized to act for such Seller;

- (e) with respect to the Indenture Trustee, any Responsible Officer;
- (f) with respect to the Depositor Loan Trustee, any Responsible Officer; and
- (g) with respect to the Issuer Loan Trustee, any Responsible Officer.

“Available Funds” shall have the meaning specified under the heading “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

“Back-up Servicer” shall mean, initially, Wells Fargo Bank, N.A., and at any other time, the Person then acting as “Back-up Servicer” pursuant to and in accordance with the Back-up Servicing Agreement.

“Back-up Servicer Termination Event” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Back-up Servicer Termination Events*” in this private placement memorandum.

“Back-up Servicing Agreement” shall mean the Back-up Servicing Agreement dated as of the Closing Date, among the Issuer, the Depositor, the Depositor Loan Trustee, the Issuer Loan Trustee, the Indenture Trustee, the Servicer and the Back-up Servicer, pursuant to which the Back-up Servicer has agreed to perform the back-up servicing duties specified therein for the benefit of the Issuer and the Noteholders, as amended, restated, supplemented or otherwise modified from time to time.

“Back-up Servicing Fee” shall have the meaning specified under the heading “*Summary—Description of Notes—Fees and Expenses*” in this private placement memorandum.

“Bankruptcy Code” shall have the meaning specified under the heading “*Certain Legal Aspects of the Loans—Certain Matters Relating to Bankruptcy and Insolvency*” in this private placement memorandum.

“Bankruptcy Loan” shall mean, to the extent reflected on the servicing systems of the Servicer, any Loan (a) with respect to which, as of the applicable Cut-Off Date, all or any portion of the Loan Principal Balance thereof has been discharged or is involved in any bankruptcy or court-ordered restructuring proceeding and has not been reaffirmed by the related Loan Obligor, or (b) the Loan Obligor of which has filed, or there has been filed against such Loan Obligor, voluntary or involuntary proceedings under the Bankruptcy Code or any other Debtor Relief Laws and such Loan has not been reaffirmed by the Loan Obligor in that proceeding.

“Beneficial Interests” shall mean the beneficial interests in the Issuer evidenced by the Class A trust certificates and the Class B trust certificates.

“Beneficial Owner” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“Book-Entry Notes” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“Branch Network” shall have the meaning specified under the heading “*The Servicer and Performance Support Provider*” in this private placement memorandum.

“Brexit” shall have the meaning specified under the heading “*Risk Factors—Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*” in this private placement memorandum.

“Business Day” shall mean any day other than (a) a Saturday or Sunday or (b) any other day on which banking institutions in New York, New York, Minneapolis, Minnesota, Evansville, Indiana, Stamford Connecticut, Wilmington, Delaware or any other city in which the Corporate Trust Office of the Indenture Trustee or the Owner Trustee or the principal executive offices of the Servicer or the Depositor, as the case may be, are located, are

authorized or obligated by law, executive order or governmental decree to be closed or on which the fixed income markets in New York, New York are closed.

“Cede” shall mean Cede & Co.

“Central Lockbox” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing Centralization Period*” in this private placement memorandum.

“Certificate of Trust” shall mean the certificate of trust of the Trust, filed on May 19, 2017, with the Office of the Secretary of State of the State of Delaware pursuant to the Delaware Statutory Trust Act.

“CFPB” shall have the meaning specified under the heading “*Risk Factors—Violations of Federal, State and Local Laws May Adversely Affect the Ability to Collect Amounts Due on the Loans*” in this private placement memorandum.

“Charged-Off Loan” shall mean, upon the earlier occurrence, any Loan (i) that was seven (7) payments or more (or such longer period as permitted for certain Loans subject to charge-off exceptions in accordance with the Credit and Collection Policy) past due (as reflected on the records of the Servicer); (ii) with respect to which the borrower has filed for protection under any bankruptcy law, the earlier of seven (7) payments past due and discharge of the Loan in the bankruptcy proceeding; and (iii) for which the Servicer has repossessed and liquidated each related Titled Asset; provided, that determination of charged-off status with respect to such Loan shall be made no later than the last day of the Collection Period of the month immediately following the month in which the liquidation of the Titled Assets has occurred.

“Class” shall mean the Class A Notes, the Class B Notes, the Class C Notes or the Class D Notes, as the context may require.

“CLASS” shall have the meaning specified under the heading “*Springleaf Consumer Loan Business*” in this private placement memorandum.

“Class A Interest Rate” shall mean 2.68% per annum.

“Class A Monthly Interest Amount” shall mean, for any Payment Date, the amount of interest accrued during the related Interest Period at the Class A Interest Rate on the Class A Note Balance as of the close of business on the immediately preceding Payment Date (or in the case of the initial Payment Date, the Closing Date), calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 47 days).

“Class A Note” shall mean any one of the 2.68% Class A Notes executed by the Owner Trustee on behalf of the Issuer and authenticated by the Indenture Trustee in accordance with the terms of the Indenture.

“Class A Note Balance” shall initially mean \$516,820,000, and thereafter shall equal the initial Class A Note Balance reduced by all previous payments to the Class A Noteholders in respect of the principal of the Class A Notes that have not been rescinded.

“Class A Noteholder” shall mean a Holder of a Class A Note.

“Class B Interest Rate” means 3.10% per annum.

“Class B Monthly Interest Amount” shall mean, for any Payment Date, the amount of interest accrued during the related Interest Period at the Class B Interest Rate on the Class B Note Balance as of the close of business on the immediately preceding Payment Date (or in the case of the initial Payment Date, the Closing Date), calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 47 days).

“Class B Note” shall mean any one of the 3.10% Class B Notes executed by the Owner Trustee on behalf of the Issuer and authenticated by the Indenture Trustee, in accordance with the terms of the Indenture.



“Class B Note Balance” shall initially mean \$35,960,000, and thereafter shall equal the initial Class B Note Balance reduced by all previous payments to the Class B Noteholders in respect of the principal of the Class B Notes that have not been rescinded.

“Class B Noteholder” shall mean a Holder of a Class B Note.

“Class C Interest Rate” means 3.86% per annum.

“Class C Monthly Interest Amount” shall mean, for any Payment Date, the amount of interest accrued during the related Interest Period at the Class C Interest Rate on the Class C Note Balance as of the close of business on the immediately preceding Payment Date (or in the case of the initial Payment Date, the Closing Date), calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 47 days).

“Class C Note” shall mean any one of the 3.86% Class C Notes executed by the Owner Trustee on behalf of the Issuer and authenticated by the Indenture Trustee, in accordance with the terms of the Indenture.

“Class C Note Balance” shall initially mean \$41,450,000, and thereafter shall equal the initial Class C Note Balance reduced by all previous payments to the Class C Noteholders in respect of the principal of the Class C Notes that have not been rescinded.

“Class C Noteholder” shall mean a Holder of a Class C Note.

“Class D Interest Rate” shall mean 5.02% per annum.

“Class D Monthly Interest Amount” shall mean, for any Payment Date, the amount of interest accrued during the related Interest Period at the Class D Interest Rate on the Class D Note Balance as of the close of business on the immediately preceding Payment Date (or in the case of the initial Payment Date, the Closing Date), calculated on the basis of a 360-day year consisting of twelve 30-day months (or in the case of the initial Payment Date, 47 days).

“Class D Note” shall mean any one of the 5.02% Class D Notes executed by the Owner Trustee on behalf of the Issuer and authenticated by the Indenture Trustee, in accordance with the terms of the Indenture.

“Class D Note Balance” shall initially mean \$57,540,000, and thereafter shall equal the initial Class D Note Balance reduced by all previous payments to the Class D Noteholders in respect of the principal of the Class D Notes that have not been rescinded.

“Class D Noteholder” shall mean a Holder of a Class D Note.

“Clearstream” shall mean Clearstream Banking, *société anonyme*, a professional depository incorporated under the laws of Luxembourg, and its successors.

“Clearstream Participants” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“Closing Date” shall have the meaning specified on the front cover of this private placement memorandum.

“Closing Date Tax Opinions” shall have the meaning specified in this private placement memorandum under the heading “*Certain U.S. Federal Income Tax Consequences—Treatment of the Notes as Indebtedness.*”

“Code” shall mean Internal Revenue Code of 1986, as amended.

“Collateral Maintenance Allocation” shall have the meaning specified under the heading “*Description of the Notes—Interest Payments and Principal Payments—Principal Payments*” in this private placement memorandum.

“Collection Account” shall have the meaning specified under the heading “*The Indenture—Collection Account; Principal Distribution Account*” in this private placement memorandum.

“Collection Period” shall mean, with respect to each Payment Date, the immediately preceding calendar month; *provided, however*, that the initial Collection Period will commence on the day immediately following the Initial Cut-Off Date and end on the last day of the calendar month immediately preceding the initial Payment Date.

“Collections” shall mean all amounts collected on or in respect of the Loans after the applicable Cut-Off Date, including scheduled loan payments (whether received in whole or in part, whether related to a current, future or prior due date, whether paid voluntarily by a Loan Obligor or received in connection with the realization of the amounts due and to become due under any defaulted Loan or upon the sale of any property acquired in respect thereof), all partial prepayments, all full prepayments, recoveries, insurance proceeds or any other form of payment; *provided, however*, that Collections shall not include Excluded Amounts.

“Conveyance Papers” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Repurchase Obligations*” in this private placement memorandum.

“Corporate Trust Office” shall have the meaning (a) when used in respect of the Owner Trustee, the address of the Owner Trustee at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attn: Corporate Trust Administration, (b) when used in respect of the Indenture Trustee or the Back-up Servicer, the address of the Indenture Trustee at Wells Fargo Center, 600 S. 4th Street, Minneapolis, Minnesota 55479, Attn: Asset-Backed Securities Department, (c) when used in respect of the Depositor Loan Trustee, the address of the Depositor Loan Trustee at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attn: Corporate Trust Administration, and (d) when used in respect of the Issuer Loan Trustee, the address of the Issuer Loan Trustee at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attn: Corporate Trust Administration.

“Covered Borrower” shall have the meaning specified under the heading “*Risk Factors— Consumer Protection Laws and Contractual Restrictions*” in this private placement memorandum.

“CPR” shall have the meaning specified under the heading “*Prepayment and Yield Considerations*” in this private placement memorandum.

“CRR” shall have the meaning specified under the heading “*Risk Factors—Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*” in this private placement memorandum.

“CRR Investor” shall have the meaning specified under the heading “*Risk Factors—Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*” in this private placement memorandum.

“Credit and Collection Policy” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing of Loans*” in this private placement memorandum.

“Cut-Off Date” shall mean the Initial Cut-Off Date or any Additional Cut-Off Date, as applicable.

“DBRS” shall mean DBRS, Inc., or any successor.

“Debtor Relief Laws” shall mean (i) the United States Bankruptcy Code and (ii) all other applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, receivership, insolvency, reorganization, suspension of payments, adjustment of debt, marshalling of assets or similar debtor relief laws of the United States, any state or any foreign country from time to time in effect affecting the rights of creditors generally.

“Definitive Notes” shall mean, for any Class, the Notes issued in fully registered, certificated form issued to the owners of such Class or their nominee.

“Delaware Statutory Trust Act” shall mean Chapter 38 of Title 12 of the Delaware Code.

“Delinquent Loan” shall mean a Loan which is three (3) or more payments past due as reflected in the records of the Servicer in accordance with the Credit and Collection Policy.

“Depositor” shall mean Springleaf Funding I, LLC, a limited liability company formed and existing under the laws of the State of Delaware, and its permitted successors and assigns.

“Depositor Loan Trust Agreement” shall mean the Depositor Loan Trust Agreement, to be dated as of the Closing Date, among the Depositor and the Depositor Loan Trustee, as the same may be amended, supplemented or otherwise modified from time to time.

“Depositor Loan Trustee” shall mean Wilmington Trust, National Association, not in its individual capacity but solely as Depositor Loan Trustee under the Depositor Loan Trust Agreement. “Depositor Loan Trustee” shall also mean each successor Depositor Loan Trustee as of the qualification of such successor as Depositor Loan Trustee under the Depositor Loan Trust Agreement.

“Directing Holder” shall mean (i) so long as the Indenture shall not have terminated, the Required Noteholders, and (ii) in all other instances, the holder or holders of more than 50% of the voting power of the Beneficial Interests.

“Disqualification Event” shall have the meaning specified under the heading “*The Trust Agreement—Resignation or Removal of the Owner Trustee*” in this private placement memorandum.

“Distribution Compliance Period” shall have the meaning specified under the heading “*Restrictions on Transfer*” in this private placement memorandum.

“Dodd-Frank Act” shall have the meaning specified under the heading “*Risk Factors—Violations of federal, state and local laws may adversely affect the ability to collect amounts due on the Loans*” in this private placement memorandum.

“DOL” shall have the meaning specified under the heading “*ERISA Considerations*” in this private placement memorandum.

“Dollars,” “\$” or “U.S. \$” shall mean (a) U.S. dollars or (b) denominated in U.S. dollars.

“DTC” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“DTCC” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“Early Amortization Event” shall have the meaning specified under the heading “*Description of the Notes—Interest Payments and Principal Payments*” in this private placement memorandum.

“EEA” shall have the meaning specified under the heading “*Risk Factors—Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*” in this private placement memorandum.

“Eligible Deposit Account” shall have the meaning specified under the heading “*The Indenture—Collection Account; Principal Distribution Account*” in this private placement memorandum.

“Eligible Institution” shall have the meaning specified under the heading *“The Indenture—Collection Account; Principal Distribution Account”* in this private placement memorandum.

“Eligible Investments” shall mean book-entry securities, negotiable instruments or securities represented by instruments in bearer or registered form which have maturities of no later than the Business Day immediately prior to the next succeeding Payment Date (unless payable on demand, in which case such securities or instruments may mature on such next succeeding Payment Date) and which evidence:

- (a) direct obligations of, and obligations fully guaranteed as to timely payment by, the United States of America;
- (b) demand deposits, time deposits or certificates of deposit (having original maturities of no more than 365 days) of depository institutions or trust companies incorporated under the laws of the United States of America or any state thereof (or domestic branches of foreign banks) and subject to supervision and examination by federal or state banking or depository institution authorities; provided that at the time of the Issuer’s investment or contractual commitment to invest therein, the short-term debt rating of such depository institution or trust company will be rated “A-1+” or higher by S&P and an equivalent rating by each other Rating Agency (to the extent rated by such Rating Agency);
- (c) commercial paper (having remaining maturities of no more than 30 days) having, at the time of the Issuer’s investment or contractual commitment to invest therein, a rating of “A-1” or higher from S&P and an equivalent rating by each other Rating Agency (to the extent rated by such Rating Agency);
- (d) investments in money market funds rated “AAAm” or higher by S&P and an equivalent rating by each other Rating Agency (to the extent rated by such Rating Agency) or otherwise approved in writing by each Rating Agency;
- (e) demand deposits, time deposits and certificates of deposit (having original maturities of no more than 365 days) which are fully insured by the Federal Deposit Insurance Corporation, having at the time of the Issuer’s investment or contractual commitment to invest therein, a rating of “A-1+” and an equivalent rating by each other Rating Agency (to the extent rated by such Rating Agency);
- (f) notes or bankers’ acceptances (having original maturities of no more than 365 days) issued by any depository institution or trust company referred to in (b) above;
- (g) time deposits, other than as referred to in clause (e) above (having original maturities of no more than 365 days), with a Person (i) the commercial paper of which is rated “A-1+” by S&P and an equivalent rating by each other Rating Agency (to the extent rated by such Rating Agency) or (ii) that has a long-term unsecured debt rating of “A-1+” or higher by S&P and an equivalent rating by each other Rating Agency (to the extent rated by such Rating Agency);
- (h) investments in Registered Money Market Funds and Private Prime Funds (having original maturities of no more than 365 days); or
- (i) any other investments approved in writing by each Rating Agency.

Eligible Investments may be purchased by or through the Indenture Trustee or any of its Affiliates.

“Eligible Loan” shall mean a Loan that as of the applicable Cut-Off Date: (a) is not categorized as a Bankruptcy Loan, (b) is either an interest-bearing loan or a Precompute Loan, (c) has a fixed rate of interest, (d) is denominated in U.S. dollars, (e) for which the maturity date has not occurred, (f) is not more than two (2) payments past due as reflected in the records of the Servicer in accordance with the Credit and Collection Policy, (g) does not constitute an Excluded Loan, (h) is not a Revolving Loan, (i) is an Unsecured Loan or a Hard Secured Loan, and (j) if originated by a Seller or an Affiliate thereof, was originated in all material respects in accordance with the Credit and Collection Policy in effect as of the date of such origination.

“Eligible Servicer” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Rights Upon Servicer Default*” in this private placement memorandum.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“EU” shall mean the European Union.

“EU Retained Interest” shall have the meaning specified under the heading “*Credit Risk Retention—European Credit Risk Retention—Retention Statement*” in this private placement memorandum.

“EU Retention Rules” shall have the meaning specified under the heading “*Risk Factors—Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*” in this private placement memorandum.

“Euroclear” shall mean the Euroclear System.

“Euroclear Operator” shall mean Euroclear Bank S.A./N.V., as operator of Euroclear, and its successor and assigns in such capacity.

“Euroclear Participants” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“European Union Risk Retention Agreement” shall mean that certain European Union Risk Retention Agreement, to be dated as of the Closing Date, among SFC, the Depositor, the Indenture Trustee (solely for the benefit of the Applicable Investors) and the Issuer, as amended, restated, supplemented or otherwise modified from time to time.

“Event of Default” shall have the meaning specified under the heading “*The Indenture—Events of Default*” in this private placement memorandum.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Exchanged Loan” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Exchanged Loan Consideration” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Excluded Ineligible Loan” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-Up Servicing Agreement—Payment on Loans; Collection Account*” in this private placement memorandum.

“Excluded Amounts” means (i) accrued and unpaid Servicing Fees, (ii) Supplemental Servicing Fees, (iii) expenses incurred by the Servicer in connection with collection activities on any Charged-Off Loan, (iv) any payments required by law to be returned to a Loan Obligor, (v) any amounts deposited into the Collection Account with respect to Loan Obligor checks that are not honored, (vi) reimbursements for any amounts advanced by the Servicer with respect to premiums on lender-placed insurance policies covering any Titled Asset and (vii) all out-of-pocket costs and expenses incurred by the Servicer in connection with a sale or other disposition of a Titled Asset, including without limitation, all repossession, auction, painting, repair and any and all other similar liquidation and refurbishment costs and expenses.

“Excluded Loan” shall have the meaning specified under the heading *“Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Release—Loan Actions”* in this private placement memorandum.

“FATCA” shall have the meaning specified under the heading *“Certain U.S. Federal Income Tax Consequences—Tax Consequences of Holders of Notes in General—Foreign Account Tax Compliance”* in this private placement memorandum.

“FDIC” shall have the meaning specified under the heading *“Certain Legal Aspects of the Loans—FDIC’s Avoidance Power under OLA.”*

“First Priority Principal Payment” shall have the meaning specified under the heading *“Description of the Notes—Priority of Payments”* in this private placement memorandum.

“Fitch” shall mean Fitch Ratings, Inc. or any successor.

“Force Majeure Event” shall mean an event that occurs as a result of an act of God, an act of the public enemy, acts of declared or undeclared war (including acts of terrorism), public disorder, rebellion, sabotage, epidemics, landslides, lightning, fire, hurricanes, earthquakes, floods or similar causes.

“Fourth Priority Principal Payment” shall have the meaning specified under the heading *“Description of the Notes—Priority of Payments”* in this private placement memorandum.

“Global Note” shall have the meaning specified under the heading *“Restrictions on Transfer”* in this private placement memorandum.

“Governmental Authority” shall mean any federal, state, municipal, national, local or other governmental department, court, commission, board, bureau, agency, intermediary, carrier or instrumentality or political subdivision thereof, or any entity or officer exercising executive, legislative, judicial, quasi-judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case, whether of the United States or a state, territory or possession thereof, a foreign sovereign entity or country or jurisdiction or the District of Columbia.

“Hard Secured Loan” shall mean a loan that is, as of the date of the origination thereof, secured by a lien on one or more Titled Assets.

“Indenture” shall mean the Indenture, to be dated as of the Closing Date, among the Issuer, the Issuer Loan Trustee, the Account Bank, the Indenture Trustee and the Servicer, as the same may be amended, supplemented or otherwise modified from time to time.

“Indenture Trustee” shall mean Wells Fargo Bank, N.A., in its capacity as indenture trustee under the Indenture, its successors in interest and any successor indenture trustee under the Indenture.

“Ineligible Loan” shall have the meaning specified under the heading *“The Sale and Servicing Agreement and the Back-Up Servicing Agreement — Payment on Loans; Collection Account”* in this private placement memorandum.

“Initial Cut-Off Date” shall mean May 31, 2017.

“Initial Hypothetical Pool of Loans” shall have the meaning specified under the heading *“Prepayment and Yield Considerations”* in this private placement memorandum.

“Initial Loan” shall mean any personal loan designated as such under the Loan Purchase Agreement on the Closing Date and which the applicable Seller shall represent and warrant is an Eligible Loan, as identified on the Loan Schedule as of the Closing Date.

“Initial Note Balance” shall mean \$651,770,000.

“Initial Purchasers” shall mean Citigroup Global Markets Inc., RBC Capital Markets, LLC, SG Americas Securities, LLC, CastleOak Securities, L.P., Deutsche Bank Securities Inc. and Mischler Financial Group, Inc.

“Insolvency Event” with respect to any Person, shall occur if (a) such Person shall file a petition or commence a Proceeding (i) to take advantage of any Debtor Relief Law or (ii) for the appointment of a trustee, conservator, receiver, liquidator, or similar official for or relating to such Person or all or substantially all of its property, or for the winding up or liquidation of its affairs, (b) such Person shall consent or fail to object to any such petition filed or Proceeding commenced against or with respect to it or all or substantially all of its property, or any such petition or Proceeding shall not have been dismissed or stayed within sixty (60) days of its filing or commencement, or a court, agency, or other supervisory authority with jurisdiction shall have decreed or ordered relief with respect to any such petition or Proceeding, (c) such Person shall admit in writing its inability to pay its debts generally as they become due, (d) such Person shall make an assignment for the benefit of its creditors, (e) such Person shall voluntarily suspend payment of its obligations, or (f) such Person shall take any action in furtherance of any of the foregoing.

“Interest Period” shall mean, for each Class of Notes and with respect to any Payment Date, the period from and including the Payment Date immediately preceding such Payment Date to but excluding such Payment Date (or, in the case of the initial Payment Date, the period from and including the Closing Date to but excluding such Payment Date).

“Interest Rate” shall mean, with respect to the Class A Notes, the Class A Interest Rate, with respect to the Class B Notes, the Class B Interest Rate, with respect to the Class C Notes, the Class C Interest Rate and with respect to the Class D Notes, the Class D Interest Rate.

“Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended.

“Investment Company Act” shall mean the Investment Company Act of 1940, as amended.

“IRS” shall mean the Internal Revenue Service.

“Issuer” shall mean Springleaf Funding Trust 2017-A, a statutory trust organized and existing under the laws of the State of Delaware, and its permitted successors and assigns.

“Issuer Loan Exchange” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Issuer Loan Exclusion” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Issuer Loan Release” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Issuer Loan Trust Agreement” shall mean the Issuer Loan Trust Agreement, to be dated as of the Closing Date, among the Issuer and the Issuer Loan Trustee, as the same may be amended, supplemented or otherwise modified from time to time.

“Issuer Loan Trustee” shall mean Wilmington Trust, National Association, not in its individual capacity but solely as Issuer Loan Trustee under the Issuer Loan Trust Agreement. “Issuer Loan Trustee” shall also mean each successor Issuer Loan Trustee as of the qualification of such successor as Issuer Loan Trustee under the Issuer Loan Trust Agreement.

“KBRA” shall mean Kroll Bond Rating Agency, Inc. or any successor.

“Lien” shall mean, with respect to any property, any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, equity interest, encumbrance, lien (statutory or other), preference, participation interest, priority or other security agreement or preferential arrangement of any kind or nature whatsoever relating to that property, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC or comparable law of any jurisdiction to evidence any of the foregoing.

“Loan” shall mean any Initial Loan or Additional Loan, but excluding any Loan that has been reassigned to the applicable Seller pursuant to the Loan Purchase Agreement or otherwise.

“Loan Action” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Loan Action Date” shall mean (a) each day on which a Loan Action occurs and (b) each Monthly Determination Date.

“Loan Action Date Aggregate Principal Balance” shall mean, for any Loan Action Date, the aggregate Loan Action Date Loan Principal Balance for all Loans in the Loan Action Date Loan Pool for such Loan Action Date.

“Loan Action Date Loan Pool” shall mean, for any Loan Action Date, all Loans that (a) constitute part of the Trust Estate and are not Charged-Off Loans, in each case, as of the end of the Collection Period immediately preceding such Loan Action Date (including Renewal Loans with respect to Renewal Loan Replacements effected during such Collection Period); (b) are added to the Trust Estate on any Loan Action Date occurring after the last day of the Collection Period immediately preceding such Loan Action Date, including such Loan Action Date; (c) have not been, and are not designated to be, transferred out of the Trust Estate on or prior to such Loan Action Date; and (d) are not, following the Loan Actions to be taken on such Loan Action Date, designated as Excluded Loans or Excluded Ineligible Loans.

“Loan Action Date Loan Principal Balance” shall mean, for any Loan and any Loan Action Date, (a) with respect to any Additional Loan included in the Loan Action Date Loan Pool after the first day of the Collection Period that includes such Loan Action Date, the Loan Principal Balance of such Additional Loan on its related Additional Cut-Off Date; and (b) with respect to any other Loan, the Loan Principal Balance of such Loan as of the close of business on the last day of the Collection Period immediately preceding such Loan Action Date.

“Loan Agreement” shall mean, with respect to any Loan, all agreements between the applicable Seller and the related Loan Obligor prior to the applicable Cut-Off Date containing the terms and conditions applicable to such Loan and any applicable truth in lending disclosure statements related thereto, in each case, as amended and in effect from time to time, representative copies of which have been made available to the Depositor and will be delivered to the Depositor upon request.

“Loan Level Representations” shall have the meaning set forth under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Renewal Loan Replacements—Repurchase Obligations*” in this private placement memorandum.

“Loan Obligor” shall mean any borrower, co-borrower, guarantor, or other obligor with respect to a Loan. In respect of each Loan, if there is more than one Loan Obligor (husband and wife, for example), references herein to Loan Obligor shall mean any or all of such Loan Obligors, as the context may require.

“Loan Pool” shall have the meaning specified under the heading “*Description of the Loans—General*” in this private placement memorandum.



“Loan Principal Balance” shall mean as of any determination date with respect to (a) a Loan other than a Precompute Loan, the outstanding principal balance of such Loan, as reflected on the books and records of the Servicer in accordance with the Credit and Collection Policy; and (b) a Loan that is a Precompute Loan, the current total loan balance less the unearned finance charges, as reflected on the books and records of the Servicer in accordance with the Credit and Collection Policy. The Loan Principal Balance of any Loan a portion of which has been charged-off in accordance with the Credit and Collection Policy shall be reduced by the portion so charged-off.

“Loan Purchase Agreement” shall mean the Loan Purchase Agreement, to be dated as of the Closing Date, among the Sellers party thereto, the Depositor and the Depositor Loan Trustee, as amended, restated, supplemented or otherwise modified from time to time.

“Loan Schedule” shall mean a complete schedule prepared by the Servicer on behalf of the Sellers, the Depositor and the Depositor Loan Trustee identifying all Loans sold by a Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor on the Initial Closing Date, and which Loans, in turn, are sold by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer on the Initial Closing Date, as such schedule is updated or supplemented from time to time, including, without limitation, in connection with any Additional Loan Assignment or any reassignment to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor pursuant to the Sale and Servicing Agreement and to the applicable Seller pursuant to the Loan Purchase Agreement or otherwise. The Loan Schedule may take the form of a computer file, or another tangible medium that is commercially reasonable. The Loan Schedule shall identify each Loan by loan number, Loan Principal Balance as of the applicable Cut-Off Date and Seller.

“Loan Trust Agreement” means each of the Depositor Loan Trust Agreement and the Issuer Loan Trust Agreement.

“MLA” shall have the meaning specified under the heading “*Risk Factors— Consumer Protection Laws and Contractual Restrictions*” in this private placement memorandum.

“Monthly Data Tape” shall mean the electronic files containing the information necessary for the Servicer to prepare the Monthly Servicer Report.

“Monthly Determination Date” shall mean with respect to any Collection Period, the 12th day of the calendar month immediately following the end of such Collection Period, or if such day is not a Business Day, the next succeeding Business Day.

“Monthly Net Loss Percentage” shall mean, for any Monthly Determination Date, the product of (i) the quotient (expressed as a percentage) of (I) the sum of (x) the aggregate Loan Principal Balance of all Loans that became Charged-Off Loans during the related Collection Period, plus (y) the aggregate amount by which the Loan Principal Balance of any Loans (other than Charged-Off Loans) were reduced due to being charged-off in accordance with the Credit and Collection Policy during the related Collection Period, minus (z) recoveries that are available to be paid as Collections during the related Collection Period and (II) the Adjusted Loan Principal Balance of all Loans in the Trust Estate immediately prior to the commencement of such Collection Period times (ii) twelve (12).

“Monthly Recoveries” shall mean, without duplication, with respect to any loan, any amounts (up to the principal balance of such loan that became charged off) collected that, in accordance with the Credit and Collection Policy in effect at the time of such collection, constitute recoveries of amounts owed with respect to a Charged-Off Loan.

“Monthly Servicer Report” shall have the meaning specified under the heading “*The Indenture—Reports to Noteholders*” in this private placement memorandum.

“Moody’s” shall mean Moody’s Investors Service, Inc., and its successors.

“New Regulations” shall have the meaning specified under the heading “*Risk Factors—Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*” in this private placement memorandum.

“Note Account” shall mean the Collection Account, the Principal Distribution Account or the Reserve Account, as applicable.

“Note Balance” with respect to any class of Notes shall initially mean the initial principal balance thereof, and thereafter shall equal such initial principal balance reduced by all previous payments to the applicable Noteholders in respect of the principal of such Class that have not been rescinded.

“Note Purchase Agreement” shall mean that certain Note Purchase Agreement to be dated on or about the date of this private placement memorandum, among the Depositor, SFC and the Initial Purchasers.

“Note Registrar” shall mean the entity (which shall either by the Indenture Trustee or an entity appointed by the Indenture Trustee) which acts as note registrar and in such capacity shall provide for the registration of Notes, and transfers and exchanges of Notes as provided in the Indenture.

“Noteholder” or “Holder” shall mean the Person in whose name a Note is registered in the Note Register, or such other Person deemed to be a “Noteholder” or “Holder” pursuant to the Indenture.

“Notes” shall mean the Class A Notes, the Class B Notes, the Class C Notes or the Class D Notes issued by the Issuer pursuant to the Indenture and described in this private placement memorandum, as the context may require.

“Notes Table” shall have the meaning set forth on the front cover of the private placement memorandum.

“NRSROs” shall have the meaning specified under the heading “*Risk Factors—The Ratings on the Notes May Not Accurately Reflect Their Risks; Ratings Could Be Reduced or Withdrawn*” in this private placement memorandum.

“Officer’s Certificate” shall mean, except to the extent otherwise specified, a certificate signed by an Authorized Officer of the Issuer, the Issuer Loan Trustee, the Depositor, the Depositor Loan Trustee, the Servicer, a Seller or the Indenture Trustee, as applicable.

“OLA” shall have the meaning specified under the heading “*Certain Legal Aspects of the Loans—FDIC’s Avoidance Power under OLA.*”

“OMCLI” shall mean OneMain Consumer Loan, Inc. (formerly Springleaf Consumer Loan, Inc.), a Delaware corporation and a subsidiary of SFI.

“OMFH” shall mean OneMain Financial Holdings, LLC, a Delaware limited liability company, formerly OneMain Financial Holdings, Inc., a Delaware corporation.

“OMH” shall mean OneMain Holdings, Inc., a Delaware corporation.

“OneMain” shall mean OMH, together with its subsidiaries.

“OneMain Acquisition” shall have the meaning specified under the heading “*Risk Factors—The Risks Associated with Any Acquisitions by OneMain May Affect the Ability of the Servicer and the Performance Support Provider and Their Affiliates to Perform Their Obligations and the Ability of the Sellers to Originate New Loans.*”

“Opinion of Counsel” shall mean a written opinion of counsel, who may be counsel for, or an employee of, the Person providing the opinion and who shall be reasonably acceptable to the Person to whom the opinion is to be provided; *provided, however*, that any Tax Opinion or other opinion relating to U.S. federal income tax matters shall be an opinion of nationally recognized tax counsel.

“Optional Call” shall have the meaning specified under the heading “*Description of the Notes—Clean-Up Call and Optional Call*” in this private placement memorandum.

“Optional Call Amount” shall have the meaning specified under the heading “*Description of the Notes—Clean-Up Call and Optional Call*” in this private placement memorandum.

“Optional Purchase” shall have the meaning specified under the heading “*Description of the Notes—Clean-Up Call and Optional Call*” in this private placement memorandum.

“Outstanding” shall have the meaning specified under the heading “*The Indenture—Direction by Noteholders*” in this private placement memorandum.

“Overcollateralization Event” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Owner Trustee” shall mean Wilmington Trust, National Association, not in its individual capacity but solely in its capacity as owner trustee under the Trust Agreement, its successors in interest and any successor owner trustee under the Trust Agreement.

“Owner Trustee Indemnified Parties” shall have the meaning specified under the heading “*The Trust Agreement—Compensation of the Owner Trustee; Indemnification of the Owner Trustee*” in this private placement memorandum.

“Participants” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“Payment Date” shall mean the 15th day of each calendar month, beginning in August 2017, or if such 15th day is not a Business Day, the next succeeding Business Day.

“Performance Support Agreement” shall mean the performance support agreement, to be dated as of the Closing Date, by SFC in favor of the Indenture Trustee, the Depositor, the Issuer, the Depositor Loan Trustee and the Issuer Loan Trustee, in respect of the obligations of the Sellers, the Servicer (so long as it is an Affiliate of SFC) and the Administrator (so long as it is an Affiliate of SFC) under the Transaction Documents, as amended, restated, supplemented or otherwise modified from time to time.

“Performance Support Provider” shall mean SFC and its permitted successors and assigns.

“Period” shall have the meaning specified under the heading “*The Indenture Trustee*” in this private placement memorandum.

“Permanent Regulation S Global Note” shall have the meaning specified under the heading “*Restrictions on Transfer*” in this private placement memorandum.

“Permitted Payment Location” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing Centralization Period*” in this private placement memorandum.

“Permitted Transferee” shall have the meaning specified under the heading “*The Trust Agreement—Assignment of Trust Certificate*” in this private placement memorandum.

“Person” shall mean any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity or other entity of any nature.

“Plan Fiduciary” shall have the meaning specified under the heading “*ERISA Considerations*” in this private placement memorandum.

“Precompute Loan” shall mean any Loan reflected as such on the records of the Servicer.

“Principal Distribution Account” shall have the meaning specified under the heading “*The Indenture—Collection Account; Principal Distribution Account*” in this private placement memorandum.

“Priority of Payments” shall have the meaning specified under the heading “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

“Private Prime Fund” means a fund that is not registered under the Investment Company Act or the Securities Act or offered to the public; that seeks to maintain a constant NAV per share; that has obligated itself to comply with the maturity, investment quality and diversification requirements of Rule 2a-7; that has adopted a policy of not imposing liquidity fees or redemption gates based on liquidity thresholds and that is rated in the highest fund category by S&P.

“Proceeding” shall mean any suit in equity, action at law or other judicial or administrative proceeding.

“PTCE” shall have the meaning specified under the heading “*ERISA Considerations*” in this private placement memorandum.

“Purchase Price” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Release*” in this private placement memorandum.

“Purchased Assets” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases*” in this private placement memorandum.

“Purchased Notes” shall have the meaning specified under the heading “*Method of Distribution*” in this private placement memorandum.

“QIB” shall mean a “qualified institutional buyer” as defined in Rule 144A.

“Rating Agency” shall mean each of DBRS, KBRA and S&P.

“Rating Agency Notice Requirement” shall mean, with respect to any action, that each Rating Agency shall have received ten (10) days’ written notice thereof and shall not have notified the Depositor, the Servicer, the Owner Trustee and the Indenture Trustee in writing (including by means of a press release) within such 10-day period that such action will result in a reduction or withdrawal of the then existing rating of the Notes.

“Reassigned Loan” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Reassignment Date” shall mean, with respect to any Reassigned Loan, the date on which such reassignment of such Loan is to occur.

“Record Date” shall mean, with respect to any Payment Date, the close of business on the Business Day immediately preceding such Payment Date.

“Redeeming Party” shall have the meaning specified under the heading “*Description of the Notes—Clean-Up Call and Optional Call*” in this private placement memorandum.

“Redemption Date” shall have the meaning specified under the heading “*Description of the Notes—Clean-Up Call and Optional Call*” in this private placement memorandum.

“Redemption Price” shall have the meaning specified under the heading “*Description of the Notes—Clean-Up Call and Optional Call*” in this private placement memorandum.

“Registered Money Market Funds” shall mean a fund registered under the Investment Company Act, which complies with the requirements of Rule 2a-7, other than a Retail Fund as defined therein and that is rated in the highest fund category by S&P.

“Regular Principal Payment Amount” shall have the meaning specified under the heading “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

“Regulation S” shall mean Regulation S promulgated under the Securities Act.

“Regulation S Global Note” shall have the meaning specified under the heading “*Restrictions on Transfer*” in this private placement memorandum.

“Regulation S Note” means any Note offered and sold in reliance on Regulation S of the Securities Act.

“Reinvestment Criteria Event” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Releases—Loan Actions*” in this private placement memorandum.

“Relevant Depositories” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“Relief Act” shall have the meaning specified under the heading “*Certain Legal Aspects of the Loans—Servicemembers Civil Relief Act*” in this private placement memorandum.

“Renewal” shall mean with respect to any Loan in the Trust Estate, a transaction in which a new non-revolving personal loan originated pursuant to a Loan Agreement is entered into between a Seller and a Loan Obligor, which new non-revolving personal loan (x) refinances such Loan in full and (y) may also extend additional financing to such Loan Obligor.

“Renewal File” shall mean an electronic file of all such Renewal Loans effected on such day and identifying (i) with respect to each Renewal Loan, such Loan’s (A) loan number, (B) branch code, (C) Loan origination date, (D) unique loan identifier, (E) Loan Principal Balance as of the applicable Cut-Off Date and (F) the Seller or Servicer with respect to such Loan, as applicable and (ii) with respect to the related Terminated Loan, such Terminated Loan’s (A) loan number, (B) branch code, (C) unique loan identifier, and (D) the Seller or Servicer with respect to such Loan, as applicable, which information shall be included on the next monthly Loan Schedule to be delivered to the Depositor, the Depositor Loan Trustee and the Indenture Trustee which includes such Renewal Loan.

“Renewal Loan” shall mean, pursuant to any Renewal, the personal loan entered into between the applicable Seller and the Loan Obligor to refinance the related Terminated Loan, which shall include, for the avoidance of doubt, any and all rights to any Renewal Loan Advance.

“Renewal Loan Advance” means all right, title and interest of the applicable Seller in, to and under any additional advances made by such Seller, if any, in connection with a Renewal, and to the extent such rights were not previously conveyed or are not proceeds of the Loan prior to such Renewal, all rights in, to and under the replacement or substitute Loan Agreement entered into in connection with a Renewal.

“Renewal Loan Replacement” shall mean a Renewal effected on or prior to the last day of the Revolving Period in which (a) the applicable Renewal Loan (including the amount of the related Renewal Loan Advance) is sold by the applicable Seller to the Depositor and the Depositor Loan Trustee for the benefit of the Depositor and transferred

by the Depositor and the Depositor Loan Trustee for the benefit of the Depositor to the Issuer and the Issuer Loan Trustee for the benefit of the Issuer and (b) the existing Loan Agreement with respect to the applicable Terminated Loan is terminated and replaced, on the day such Renewal is effected; *provided, however*, that if the Revolving Period is reinstated following the occurrence of an Early Amortization Event as contemplated in the definition of “Revolving Period,” the capacity to effect Renewal Loan Replacements shall be reinstated as well (subject to termination upon any subsequent expiration or termination of the Revolving Period).

“Repurchase Price” shall have the meaning set forth in “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations, Substitutions, Renewals, Exclusions and Releases—Repurchase Obligations*” in this private placement memorandum.

“Required Loan Repurchase” shall have the meaning specified under the heading “*Description of the Loans—Assignment of Loans; Representations and Warranties; Repurchase Obligations; Substitutions, Renewals, Exclusions and Release—Repurchase Obligations*” in this private placement memorandum.

“Required Noteholders” shall mean, at any time, the Holders of Notes evidencing more than 50% of the Outstanding Notes.

“Required Overcollateralization Amount” shall mean \$33,222,871.04.

“Requirements of Law” shall mean, for any Person, (a) any certificate of incorporation, certificate of formation, articles of association, bylaws, limited liability company agreement, or other organizational or governing documents of that Person and (b) any law, treaty, statute, regulation, or rule, or any determination by a Governmental Authority or arbitrator, that is applicable to or binding on that Person or to which that Person is subject. This term includes usury laws, the Truth in Lending Act, and Regulation Z and Regulation B of the Board of Governors of the Federal Reserve System.

“Reserve Account” shall have the meaning specified under the heading “*Description of the Notes—Reserve Account*” in this private placement memorandum.

“Reserve Account Draw Amount” shall have the meaning specified under the heading “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

“Reserve Account Required Amount” shall mean with respect to the Closing Date and any Payment Date an amount equal to \$3,424,964.36.

“Responsible Officer” shall mean, with respect to the Indenture Trustee, the Depositor Loan Trustee, the Issuer Loan Trustee or the Owner Trustee, any officer within the Corporate Trust Office of such Person, as applicable, as the case may be, including any Vice President, Assistant Vice President, Assistant Treasurer, Assistant Secretary, or any other officer of such Person, as applicable, customarily performing functions similar to those performed by any of the above designated officers, and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer’s knowledge of and familiarity with the particular subject, in each case having direct responsibility for the administration of the Indenture and the other Transaction Documents on behalf of such Person, as applicable.

“Revolving Credit Agreement” shall mean the Revolving Credit Agreement dated as of the Closing Date, between SFC and the Depositor, as amended, restated, supplemented or otherwise modified from time to time.

“Revolving Loan” shall mean any personal loan which (i) is reflected as a “revolving loan” on the records of the Servicer and (ii) arises under a loan account pursuant to which the loan obligor may request future advances or draws pursuant to the applicable loan agreement; *provided*, that, upon the irrevocable termination or expiration of the ability of the related loan obligor to request additional advances or draws under such loan, such loan shall no longer be a “Revolving Loan”.

“Revolving Period” shall mean the period beginning at the close of business on the Closing Date and ending on the close of business on the earlier of (a) the Revolving Period Termination Date and (b) the Business Day immediately preceding the day on which an Early Amortization Event or an Event of Default is deemed to have occurred; *provided*, that the Revolving Period shall be reinstated upon the occurrence of either of the following: (x) (i) the Revolving Period terminated due to the occurrence of an Early Amortization Event under clause (a) of the definition thereof, and such Early Amortization Event shall have been cured as of three (3) consecutive Monthly Determination Dates and (ii) no other event that would have caused the Revolving Period to terminate shall have occurred on or prior to, and be continuing as of, such reinstatement; or (y) (i) the Revolving Period terminated due to the occurrence of an Early Amortization Event under clause (b) of the definition thereof, and there subsequently occurs a Payment Date with respect to which no Reinvestment Criteria Event exists and (ii) no other event that would have caused the Revolving Period to terminate shall have occurred on or prior to, and be continuing as of, such reinstatement; *provided, further* that, in the event that the Revolving Period is reinstated on any Monthly Determination Date, such reinstatement shall be given effect for purposes of determining any distributions and allocations to occur on the Payment Date following such Monthly Determination Date pursuant to the Priority of Payments and other distribution provisions of the Indenture. For purposes of this definition, “cured” shall mean that the circumstances that would constitute an Early Amortization Event do not exist.

“Revolving Period Termination Date” shall mean the close of business on June 30, 2020.

“Risk Level” shall have the meaning specified under the heading “*Underwriting Standards — Determining Applicant Risk Level and Proprietary Credit Score*” in this private placement memorandum.

“Risk Scoring Model” shall mean the proprietary credit scoring model used to produce the Risk Levels as in effect from time to time, as set forth in the Credit and Collection Policy.

“Rule 144A” shall mean Rule 144A promulgated under the Securities Act.

“Rule 144A Global Note” shall have the meaning specified under the heading “*Restrictions on Transfer*” in this private placement memorandum.

“Rule 144A Note” shall mean any offered and sold to a QIB pursuant to Rule 144A of the Securities Act.

“Rule 17g-5” shall have the meaning specified under the heading “*Risk Factors— The Ratings on the Notes May Not Accurately Reflect Their Risks; Ratings Could Be Reduced or Withdrawn*” in this private placement memorandum.

“Rules” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“S&P” and “Standard & Poor’s” shall mean Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, or any successor.

“Sale and Servicing Agreement” shall mean the Sale and Servicing Agreement, to be dated as of the Closing Date, among the Depositor, the Depositor Loan Trustee, the Servicer, the Issuer and the Issuer Loan Trustee, as amended, restated, supplemented or otherwise modified from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Second Priority Principal Payment” shall have the meaning specified under the heading “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Seller” or “Sellers” shall mean the Persons identified in Schedule I to the Loan Purchase Agreement, and any Affiliate of SFC which becomes party to the Loan Purchase Agreement as a “Seller” after the Closing Date.

“Servicer” shall mean (i) initially SFC, in its capacity as Servicer pursuant to the Sale and Servicing Agreement and any Person that becomes the successor thereto pursuant to the Sale and Servicing Agreement, and (ii) after any Servicing Transfer Date, the Successor Servicer.

“Servicer Defaults” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicer Defaults*” in this private placement memorandum.

“Servicing Assumption Date” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Assumption of Servicing by the Back-up Servicer*” in this private placement memorandum.

“Servicing Centralization Period” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing Centralization Period*” in this private placement memorandum.

“Servicing Centralization Period Notice” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing Centralization Period*” in this private placement memorandum.

“Servicing Centralization Trigger Event” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing Centralization Period*” in this private placement memorandum.

“Servicing Fee” shall have the meaning specified under the heading “*Summary—Description of Notes—Fees and Expenses*” in this private placement memorandum.

“Servicing Transfer” shall mean that all authority and power of the Servicer under the Sale and Servicing Agreement shall have passed to and been vested in the Successor Servicer appointed by the Indenture Trustee pursuant to the Sale and Servicing Agreement.

“Servicing Transfer Date” shall mean the date on which a Successor Servicer has assumed all of the duties and obligations of the Servicer under the Sale and Servicing Agreement (other than in the case of the Back-up Servicer, any such duty or obligation that it is not required to assume under the terms of the Back-up Servicing Agreement) after the resignation or termination of the Servicer.

“Servicing Transfer Notice” shall mean a written notice substantially in the applicable form attached to the Back-up Servicing Agreement from the Indenture Trustee to the Back-up Servicer, which the Indenture Trustee will send upon the delivery of a Termination Notice to the Servicer pursuant to the Sale and Servicing Agreement.

“Servicing Transition Costs” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Servicing and Other Compensation and Payment of Expenses*” in this private placement memorandum.

“Servicing Transition Period” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Assumption of Servicing by the Back-up Servicer*” in this private placement memorandum.

“SFC” shall mean Springleaf Finance Corporation, an Indiana corporation.

“SFI” shall mean Springleaf Finance, Inc., an Indiana corporation.

“Similar Law” shall mean any non-U.S., federal, state or local law that is substantially similar to Section 406 of ERISA or Section 4975 of the Internal Revenue Code.



“Sold Assets” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Conveyance of Loans, Etc.*” in this private placement memorandum.

“Solvency II Regulation” shall have the meaning specified under the heading “*Risk Factors—Restrictions Relating to the Transfer of the Notes Reduces Their Liquidity and May Make Resale Difficult or Impossible*” in this private placement memorandum.

“Springleaf” shall mean SFC, together with the Sellers.

“Standard & Poor’s” and “S&P” shall mean Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business, and its successors.

“State” shall mean any of the fifty (50) states in the United States of America or the District of Columbia.

“Stated Maturity Date” shall mean with respect to each Class of Notes, July 15, 2030.

“Subservicer” shall have the meaning specified under the heading “*Risk Factors—There Are Risks to Noreholders Because the Loan Agreements Will Not Be Delivered to the Issuer*” in this private placement memorandum.

“Successor Servicer” shall mean the successor servicer appointed in accordance with the Sale and Servicing Agreement.

“Subsequent Hypothetical Pool of Loans” shall have the meaning specified under the heading “*Prepayment and Yield Considerations*” in this private placement memorandum.

“Supplemental Servicing Fees” means any and all (i) late fees, (ii) extension fees, (iii) non-sufficient funds charges and (iv) any and all other administrative fees or similar charges allowed by applicable law with respect to any Loan.

“Tax Opinion” shall mean, with respect to any action, an Opinion of Counsel to the effect that, for U.S. federal income tax purposes, (a) such action will not adversely affect the tax characterization as debt of any Note of any Outstanding Class with respect to which an Opinion of Counsel was delivered at the time of its original issuance as to the characterization of such Note as debt for U.S. federal income tax purposes (it being understood that any such Opinion of Counsel shall not be required to provide any greater level of assurance regarding the tax characterization of any Class of Notes than was provided in the original Opinion of Counsel with respect to such Class), (b) such action will not cause or constitute an event in which gain or loss would be recognized by the Holder of any Class of Notes with respect to which an Opinion of Counsel was delivered at the time of original issuance to the effect that such Notes would be characterized as debt for U.S. federal income tax purposes (it being understood that no such Opinion of Counsel shall be required with respect to Notes as to which no Opinion of Counsel for U.S. federal income tax purposes was delivered), and (c) such action will not cause the Issuer to be classified an association (or publicly traded partnership) taxable as a corporation.

“Temporary Regulation S Global Note” shall have the meaning specified under the heading “*Restrictions on Transfer*” in this private placement memorandum.

“Terminated Loan” shall mean the Loan that is refinanced in connection with a Renewal in respect of such Loan.

“Terminated Loan Price” shall mean, with respect to any Loan that becomes a Terminated Loan, the excess of (a) all amounts owing on such Loan (including all amounts of principal, interest and fees on the day that such Loan becomes a Terminated Loan), minus (b) all amounts received from the proceeds of the Renewal Loan that are applied by the Servicer in accordance with the Credit and Collection Policy to satisfy any amounts of interest and fees owing on such Loan, minus (c) all amounts of insurance refunds applied by the Servicer in accordance with the Credit and Collection Policy to satisfy any portion of principal owing on the Loan, in each case (with respect to clauses (b) and

(c) that are also applied in connection with such Terminated Loan as Collections by such Servicer under the Transaction Documents on the day such Loan becomes a Terminated Loan.

“Termination Notice” shall have the meaning specified under the heading “*The Sale and Servicing Agreement and the Back-up Servicing Agreement—Rights Upon Servicer Default*” in this private placement memorandum.

“Terms and Conditions” shall have the meaning specified under the heading “*Description of the Notes—Book-Entry Notes and Definitive Notes*” in this private placement memorandum.

“Third-Party Originated Loan” shall have the meaning specified under the heading “*Risk Factors— Loans Acquired from Third Parties May Constitute an Increasing Percentage of the Loan Pool and May Change the Characteristics of the Loan Pool*” in this private placement memorandum.

“Third Priority Principal Payment” shall have the meaning specified under the heading “*Description of the Notes—Priority of Payments*” in this private placement memorandum.

“Titled Asset” shall mean a motor vehicle, boat, titled trailer or other asset for which, under applicable State law, a certificate of title is issued and any security interest therein is required to be perfected by notation on such certificate of title or recorded with the relevant Governmental Authority that issued such certificate of title.

“Transaction” shall mean the transactions evidenced by the Transaction Documents.

“Transaction Documents” shall mean the Certificate of Trust, the Trust Agreement, the Depositor Loan Trust Agreement, the Issuer Loan Trust Agreement, the Note Purchase Agreement, the Loan Purchase Agreement, the Revolving Credit Agreement, the Sale and Servicing Agreement, the Indenture, the Performance Support Agreement, the Administration Agreement, the Back-up Servicing Agreement, each Accession Agreement, if any, the European Union Risk Retention Agreement and such other documents and certificates delivered in connection the foregoing.

“Transaction Parties” shall have the meaning specified under the heading “*ERISA Considerations*” in this private placement memorandum.

“Trust” shall mean the Trust established by the Trust Agreement.

“Trust Agreement” shall mean the Amended and Restated Trust Agreement relating to the Issuer, to be dated as of the Closing Date, between the Depositor, the “Regular Trustees”, set forth therein, and the Owner Trustee, as amended, restated, supplemented or otherwise modified from time to time.

“Trust Estate” shall have the meaning specified under the heading “*Description of the Notes*” in this private placement memorandum.

“UCC” shall mean the Uniform Commercial Code of the applicable jurisdiction.

“United States Bankruptcy Code” shall mean Title 11 of the United States Code, 11. U.S.C. §§ 101 et seq., as amended.

“Unsecured Loan” shall mean a Loan that is, as of the date of the origination thereof, either (i) not secured or (ii) secured by untitled assets, including but not limited to, personal property, such as furniture, electronic equipment or other household goods, subject to limitations imposed by applicable law on the taking of non-purchase money security interests in such items.

“Volcker Rule” shall have the meaning specified under the heading “*Investment Company Act Considerations*” in this private placement memorandum.

“Weighted Average Coupon” shall mean, with respect to any Loan Action Date, the weighted average coupon (based on the coupon or, in the case of discount Loans, the effective coupon based on the discount rate set forth in the

applicable Loan Agreements) of all Loans in the Loan Action Date Loan Pool for such Loan Action Date (other than Excluded Loans and Excluded Ineligible Loans), determined based upon (i) the Loan Action Date Loan Principal Balance of such Loans and (ii) the coupon of such Loans as of the close of business on the last day of the Collection Period immediately preceding such Loan Action Date (or, if such Loan did not exist as of the last day of such Collection Period, the date on which such Loan was originated).

“Weighted Average Loan Remaining Term” shall mean, with respect to any Loan Action Date, the weighted average remaining term to maturity (as set forth in the applicable Loan Agreements) of all Loans in the Loan Action Date Loan Pool for such Loan Action Date (other than Excluded Loans and Excluded Ineligible Loans), determined based upon (i) the Loan Action Date Loan Principal Balance of such Loans and (ii) the remaining term to maturity of such Loans as of the close of business on the last day of the Collection Period immediately preceding such Loan Action Date (or, if such Loan did not exist as of the last day of such Collection Period, the date on which such Loan was originated).

“Wells Fargo” shall mean Wells Fargo Bank, N.A., a national banking association, and its permitted successors and assigns.